

The Solicitors' Journal.

LONDON, AUGUST 26, 1882.

CURRENT TOPICS.

ON WEDNESDAY Mr. Justice NORTH disposed of the greater part of a paper consisting of some eighty-seven matters. His lordship heard numerous *ex parte* applications, and sat from 10 a.m. until 7.30 p.m., when he adjourned the sitting till 10.30 a.m. yesterday. An application was made that a day might be appointed for the sitting of a divisional court. His lordship said that the subject might be mentioned to him the following day at chambers.

MUCH DISSATISFACTION was expressed on Wednesday at the selection of the small and stifling court of Vice-Chancellor HALL for the purpose of the Vacation Sitting, and it is to be hoped that it is not too late to make arrangements for the use on future Wednesdays either of Mr. Justice FRY's court or of the Rolls Court, which was used for the same purpose last year. Even the court heretofore used as the Court of Appeal would not be too large.

IN VIEW of the early opening of the Royal Courts of Justice, it is to be hoped that the question of the approaches to the new building will not escape the attention of the Government and the local authorities. Members of the Chancery Bar will easily reach their destination by crossing Carey-street, while common law practitioners will, pending the completion of the Temple subway, brave the perils of the Strand traffic with the aid of the protecting shelter of the Griffin. The access from the District Railway and from the south and west of London is also fairly open; but, in the case of jurors, suitors, or witnesses arriving from the north and north-west, street blocks will probably be found of frequent occurrence, and, in default of some improvements and openings in the direction of Lincoln's-inn-fields and Drury-lane, we may look for much loss of time and judicial temper, and frequent fines upon unpunctual jurors. A direct street to the northward, through Clare Market, would seem to be a simple solution of the difficulty.

DURING THE LAST FEW YEARS fatal accidents to members of the legal profession when engaged in mountaineering have, at the holiday season, been painfully frequent. In the Long Vacation of 1875 Mr. WILLIAM WHITTAKER BARNY, of the Chancery Bar, lost his life in the Tyrol. In 1876 we had to record the death of Mr. J. M. HAYMAN, of the South-Eastern Circuit, while on a tour in Switzerland, and in the following year, Mr. W. A. LEWIS and Mr. NOEL PATERSON, of the same circuit, lost their lives on the Lyskamm, near Zermatt. Last year Mr. HENRY LATHAM, solicitor, of Gray's-inn, was similarly killed in Switzerland, and we have this week to notice the death of Mr. DREMORE, a rising solicitor at Liverpool. The last-named gentleman was an experienced mountaineer and had only just returned home from a Swiss tour, but his fall appears to have been the result of an imprudent deviation from a well-known path.

MR. JUSTICE CHITTY has recently broken through what was looked upon as the strictly established rule in Chancery as to taking the examination of a witness *de bene esse*. In *Vicary v. Stroud* (noted *ante*, p. 617), an application was made to take the evidence of a witness who was permanently disabled by chronic

infirmary from leaving her house, but was opposed on the ground that Lord Eldon had laid down in *Bellamy v. Jones* (6 Ves. 31) that the application could be granted only on one of three conditions—namely, that the witness was over seventy, or the only witness to a particular fact, or in danger of death; but Mr. Justice CHITTY declined to be bound by the practice of eighty years ago. The common law practice should be considered, and he had also some doubt as to the materiality of the condition that the witness should be the only witness as to a fact. He therefore granted the application. It is satisfactory to find a judge taking a liberal view as to the rule on this subject, for it would be little less than a scandal that valuable evidence should be lost through a too-rigid adherence to the older practice.

AN IMPORTANT QUESTION of jurisdiction was raised in a trial at the Middlesex Sessions last Wednesday, as to the criminal liability in this country of a person who has committed an offence in one of the Channel Islands. The prisoner resided in Jersey, and had been engaged by the prosecutor to obtain orders for goods on the prosecutor's behalf, and to remit to the latter in England all moneys received from customers. He was charged with embezzling several sums of money which had been paid to him on the prosecutor's account by persons in Jersey and Guernsey. The deputy assistant judge stopped the case and directed an acquittal, on the ground that, assuming the accused to be the servant of the prosecutor, the whole offence was committed in Jersey, which is not, for legal purposes, a part of the United Kingdom. It is to be observed, however, that if the offence had been commenced in one part of the kingdom and completed in another, an English court would, under the 24 & 25 Vict. c. 96, s. 114, have had jurisdiction to deal with the case. The Channel Islands were, of course, on the same footing, in relation to the English tribunals, as Scotland, India, or the Colonies. It may be remembered that in the case of *Le Sueur v. Le Sueur* (24 W. R. 616, L. R. 1 P. D. 189), an attempt was made to extend the English Divorce Act to Jersey, on the ground that the Channel Islands form part of the Diocese of Winchester, and were therefore subject to the jurisdiction transferred from the ecclesiastical courts to the Divorce Court, but Sir ROBERT PHILLIMORE held that the Divorce Act did not extend to the Channel Islands, which were as much exempt from its operation as Scotland or Ireland.

THE RECENT CASE of *In re The Quartz Hill Consolidated Gold Company* (noted *ante*, p. 643), which came before the Court of Appeal on the 7th inst., raised an important question of procedure and evidence—namely, the right to withdraw an affidavit in order to prevent the cross-examination of the deponent. An affidavit having been filed by a person who sought to rectify the register of the members of the company by the omission of his name, an affidavit in answer thereto was filed by a person named ROXBURCK on behalf of the company. The applicant then obtained an order for the appointment of a special examiner, "for the examination, cross-examination, and re-examination of witnesses who have made affidavits for the purposes of the motion." After the applicant had been cross-examined on his affidavit, ROXBURCK was sworn, but the company's counsel objected to his cross-examination, on the ground that his affidavit had been withdrawn. Ultimately the question came before KAY, J., who ordered ROXBURCK to be cross-examined, and his decision was upheld by the Court of Appeal. The argument for the company was founded upon the words of the 15 & 16 Vict. c. 86, s. 40, which provides that "any party having made an affidavit to be used before the court, shall be bound, on being sworn with each wit-

to attend before an examiner for the purpose of being cross-examined," and it was said that this could only refer to a "party in a proceeding," this being the sense in which "party" is used in the earlier part of the section. The Master of the Rolls said that, notwithstanding the use of the word in two different senses in the same section, the practice had been settled by *Clarke v. Low* (4 W. R. 35, 2 K. & J. 28), and it was now too late to alter it. In that case, Lord HATHERLEY said, "He has propounded himself as a witness, and cannot be allowed, if not cross-examined, to use his affidavit, but, if threatened with cross-examination, to withdraw it," and, therefore, although the company were not bound to use ROEBUCK's affidavit, they could not prevent the opposite party from doing so. BRETT, L.J., characterized the company's contention as "calculated to bring the administration of justice into contempt and ignominy," and he declined to allow a party "to take a step in the proceedings for the purpose of winning, and then when he found that it was turning against him to withdraw it." It will be observed that the view taken in this case is supported by the language of the Order of the Court of Chancery of the 5th of February, 1861, which provides for the cross-examination of "any witness, whether a party or not." In principle it is impossible to draw any distinction between affidavits and oral examination, for after an affidavit has been filed, the deponent is practically in the same position as a witness who has been sworn and examined in chief, and the opposite party should, therefore, be entitled to any benefit to be derived from his testimony.

THE REMUNERATION ORDER.

I.

WE printed last week this long-expected order, which, as everyone observes, appears without the signature of the president of the Incorporated Law Society. The provisions are, as many practitioners think, unduly complicated, and need some care to comprehend. We propose to comment briefly and tentatively upon them, rather with a view to exciting discussion than to pronouncing a final opinion. The order is not to come into operation until December 31 next, and it is obvious that, until it has come into actual operation, it will be impossible to predicate with certainty the operation of many provisions which at present appear to be objectionable.

The first thing to be observed is that the scale of remuneration provided is to be exclusive of disbursements "reasonably and properly paid," other than law stationers' charges, copying, and parchment. A scale inclusive of disbursements would have been obviously unequal and unjust in its operation. Solicitors in register counties or in copyhold districts would have received less remuneration than their brethren elsewhere, and the most careful and conscientious solicitor would have received less than the solicitor who "scamps" his work. The new scale is also to be exclusive of "extra work occasioned by changes occurring in the course of any business, such as the death or insolvency of a party to the transaction." These words are taken from the Law Society's scale of 1873, but it may be doubted whether they are sufficiently comprehensive. A party to the transaction would seem to mean a party to the contract, and, if so, the words will not cover extra work occasioned by the death or insolvency of a necessary party to the conveyance who is not a party to the contract. Lastly, the new scale is to be exclusive of "any business of a contentious character," and "any proceedings in any court." The words of this exception are also taken from the Law Society's scale; but it would have been better if some illustration had been given of what is meant by these exceptions. Payment of money into court is no doubt intended to be excluded from the scale, but such an intention is not made very clear. A very reasonable exception is introduced in favour of "any business which is required to be, and is, by special exertion, carried through in an exceptionally short space of time." In this case the solicitor is to be allowed "a proper additional remuneration for the special exertion according to the circumstances." It will be observed that the business must not merely have been carried through with special exertion, but must have been "required to be" so carried through. We presume that

this will cover cases where circumstances render it desirable to complete with rapidity, and that it is not intended that a request from the client shall be necessary in each case to entitle the solicitor to the additional remuneration. Here, again, the terms of the order are somewhat indefinite upon a matter of considerable importance to the practitioner.

The next point to be noticed is the large class of transactions which are outside the scale. Of course, no practitioner ever imagined that a scale could be framed which should be generally applicable, but the fact that the new scale applies only to completed sales, purchases, mortgages, and leases, other than mining leases, and that all other business is to be paid for on the present system, as altered by schedule 2, invests the alterations effected by that schedule with almost as much importance as the new scale itself. We believe that general disappointment will be felt that no scale has been provided for re-conveyances of mortgages. This has long been wanted and ought to have been provided.

It will be observed that the use of the scale is in a sense and theoretically optional, and the option is vested in the solicitor. He may "before undertaking any business [to which the scale applies], by writing under his hand, communicated to his client, elect that his remuneration shall be according to the present system as altered by schedule 2." But we imagine that few solicitors would care or venture to bargain in this way with a client beforehand for every transaction, and we apprehend that rule 6, which embodies this provision, is likely to become a dead letter. We propose hereafter to consider the changes effected by schedule 2 in the present system; here we may only notice the substitution of 10s. for attendances in place of the time-honoured 6s. 8d.

Coming now to the scale, the first matter to be noticed is the vendor's solicitor's commission of one per cent. up to £3,000, one-fourth per cent. thence to £10,000, and one-eighth per cent. thence to £100,000, for negotiating a sale of property by private contract, and the mortgagee's solicitor's commission of the same amount for negotiating the loan. In the Law Society's scale it was expressly stipulated that the commission should include all charges for negotiation; probably because it was not deemed properly part of the solicitor's professional work to negotiate sales or loans. We have it now recognized by the highest authority that this is part of the proper business of the solicitor. As regards the negotiation of loans, no doubt the commission will be a practical addition to the remuneration of the mortgagee's solicitor, although it is to be observed that the commission will only be payable where the mortgagee's solicitor "arranges and obtains the loan from a person for whom he acts." As regards negotiation of sales by private contract we imagine the commission is an utter delusion. No solicitor can compete with the auctioneers or house agents, and the cases in which a solicitor negotiates a sale or purchase are, we should fancy—taking the general run of business—very few. The meaning attached by rule 11 to "negotiating" a sale is very strict. The term would clearly not cover the case of the vendor's solicitor employing, on behalf of his client, an auctioneer or house agent at a commission, to bring him into communication with a person or persons likely to purchase, and then conducting, through such auctioneer or house agent, all the negotiations which result in the purchase, for by rule 11 the scale for negotiating applies only where no commission is paid by the client to an auctioneer, or estate or other agent. We think, on the whole, that the commission on negotiating sales by private contract may be left out of account in considering the adequacy of the scale of remuneration offered.

There is a commission of one per cent. up to £1,000, one-half per cent. thence to £3,000, one-fourth per cent. thence to £10,000, and one-eighth per cent. thence to £100,000, provided for the vendor's solicitor "for conducting a sale of property by public auction, including the conditions of sale, when the property is sold," and a fee of half that amount on the reserved price when the property is not sold. But when we turn to rule 11, we find it provided that "the scale for conducting a sale by auction shall apply only in cases where no commission is paid by the client to an auctioneer." Now, since property must be sold by auction by an auctioneer and the vendor always has to pay his commission, it would seem that this vendor's solicitor's commission can never be earned. We shall be thankful for information as to the meaning

of this part of the order; at present we confess we are puzzled to ascertain what can have been in the minds of the framers of the order. Can it be intended that every solicitor shall take out an auctioneer's licence?

DAMAGE TO A THIRD PERSON CAUSED BY A DEFECTIVE ARTICLE.

THE recent case of *Heaven v. Pender* (30 W. R. 749, L. R. 9 Q. B. D. 302) is one of considerable importance as dealing with the legal result of a state of facts which must, in the nature of things, frequently arise, and with regard to which the authorities have presented some amount of doubt and conflict. The facts of the case were these:—The defendant supplied and erected a staging round a ship under a contract with the shipowner. The plaintiff was employed by the shipowner to paint the ship, and in the course of the work fell from the staging and was injured by reason of a defect in its condition. In an action for damages it was held that the defendant had no duty towards the plaintiff to supply a reasonably safe staging, and, therefore, was not liable. The counsel for the defendant relied in argument on *Winterbottom v. Wright* (10 M. & W. 109) as being directly in point. The counsel for the plaintiff relied on *George v. Skivington* (L. R. 5 Ex. 1). The court preferred to follow the former decision, and, indeed, what they said amounts to a disapproval of the latter decision. There are many cases, besides the two above cited, the names of which are familiar to every student of the law, in which the principles governing this class of cases have been discussed. *Langridge v. Levy* (4 M. & W. 337), and *Longmeid v. Holliday* (6 Ex. 761), may be mentioned as well-known decisions on the subject. We cannot say that the result of the decisions is altogether satisfactory to our mind, or that the recent case goes very far towards putting the law on the subject on a sounder footing. The general question involved in the cases we have mentioned, and others of the same description that are to be found in the books, seems to be this: to what extent can there be said to be a duty on the part of a person supplying any article under a contract towards persons other than the person with whom he contracts in respect of such article? Some points, of course, are very clear. It is clear there can be no obligation *ex contractu* except to the party contracted with; and, therefore, no question of warranty can arise. There cannot be an absolute obligation towards third parties that the article shall be of any particular sort or quality as that it shall be sound or not dangerous. The liability must, it would obviously appear, be *ex delicto*, and must be based on a breach of duty. Negligence is the ground on which, under the circumstances of most of these cases, the liability would most often be based. *Langridge v. Levy* has been alleged to be an exceptional sort of case. There was in that case a false representation made to the purchaser of a gun that it was sound. The vendor was told that the gun was for the use of the plaintiff, the purchaser's son. The decision in the case was no doubt put on the ground that in substance there was a false representation made to the plaintiff through his father. Parke, B., says, "There is a false representation made by the defendant with a view that the plaintiff should use the instrument in a dangerous way, and, unless the representation had been made, the dangerous act would never have been done." The case is distinctly put as one of fraud, so that it really has no relation to the question we are discussing. In *George v. Skivington* there was no allegation of fraud, but the case was put on the ground of negligence. The facts alleged there were that the defendant sold a hairwash to the male plaintiff to be used by the female plaintiff, his wife, and that the defendant had so negligently and unskillfully conducted himself in preparing the hairwash that it was unfit for the purpose, and the female plaintiff was injured thereby. The Court of Exchequer in that case certainly seems to extend the liability towards third persons to cases of negligence. Cleasby, B., said, "Substitute the word 'negligence' for 'fraud,' and the analogy between *Langridge v. Levy* and this case is complete." We cannot help thinking that the question raised in *George v. Skivington* is more difficult than the judges in *Heaven v. Pender* thought, and cannot be considered as

settled yet, notwithstanding the decision in *Heaven v. Pender*. We cannot feel convinced that there is no duty whatever on the part of a person supplying an article towards any persons other than the person contracting for the supply of it. It is well worthy of observation that in *Heaven v. Pender*, although the action was brought for negligence, there seems to have been no proof of negligence, so that in reality *George v. Skivington* was not in point. We quite agree that there cannot be anything in the nature of a warranty or obligation by way of duty to third persons that an article should be of any particular description. Again, we cannot help doubting whether *Winterbottom v. Wright* can fairly be taken as decided on the footing that there was negligence in that case.

The argument that is relied on as a conclusive reason for the non-liability of the person supplying the article to third persons is that the liability thus created would be extensive and indefinite. It is urged that, if a person is liable who negligently supplies a defective article, knowing that it must, in the nature of things, be dangerous to those who use it, there would be no end or limit to such liability. Instances were suggested in the argument of *Winterbottom v. Wright* by the defendant's counsel. If the chain cable of an Indiaman was to break and the vessel went aground, every person affected either in person or property by the accident might have an action against the manufacturer, and perhaps against every seller of the iron. We feel the force of this argument, but it seems to us doubtful whether the extensive nature of the consequences is necessarily a fatal argument against the existence of a cause of action. The consequences of a breach of contract for which the consideration is but small may, in some cases, be very extensive. On the other hand, there are difficulties and monstrous consequences that seem to result from holding that no amount of negligence or recklessness can give a right of action against the person supplying an article to third parties. Take the facts as they were alleged to exist in *George v. Skivington*, and consider the absurdities that result from holding that under no circumstances can an action lie by a stranger to the contract. A married woman goes and buys some hairwash for her own use. Assume that the hairdresser has, through the grossest ignorance or carelessness, put some highly deleterious substance in the hairwash by which the wife is injured. The wife cannot contract; in law the husband is the purchaser. Therefore no action lies. A single woman goes and purchases hairwash for herself. She can sue under similar circumstances. All the hairdresser knows in either case is that a woman, whether married or single he neither knows nor cares, comes and buys a bottle of hairwash. It seems to us that no observations are necessary to point out the practical absurdity of such a result.

Again, a married man goes to a chemist's to have a prescription made up. The chemist has left a shop-boy entirely unqualified to make up prescriptions. The shop-boy puts some deleterious drug in a draught by mistake. If the husband drinks the draught and is rendered ill, there is a cause of action, but if the prescription was for his wife she has no remedy. The result plainly is that in cases where, if death resulted from the negligence, there might be a case of manslaughter, there is yet no duty to support a cause of action. We can conceive no doctrine so calculated to give colour to the ancient maxim *summum jus summa injuria*. None of these considerations seem to have occurred to the judges who decided *Heaven v. Pender*. We do not say that the decision in that case was wrong; on the contrary, we think it was right; but there was no evidence of negligence there, or, at any rate, no evidence of such negligence as was necessary to support the action. We must say that if the court thought it necessary to go further, and to deal with general principles in respect of a matter on which the authorities are conflicting and one of great difficulty, it seems to us very unfortunate that they did not think it worth while to consider their judgment. We are quite aware of the difficulty involved in either solution of this question. There are degrees of negligence, some amounting to little more than that the defendant has not brought a high degree of skill to bear on a matter; some, again, of the grossest and most blameworthy character. The verdict of a jury in cases of negligence is uncertain and often partial. Consequences of great hardship might ensue if strangers to the contract might bring actions against the party

supplying an article for negligence, and no doubt attempts might be made to saddle very remote consequences on such party. Limitations of some sort would be necessary; but, on the other hand, we have great difficulty in thinking that no amount of negligence or conscious recklessness can render the supplier of an article liable to third parties. It, therefore, seems to us that the decision in *Heaven v. Pender* is an unsatisfactory one.

DECISIONS UNDER THE EMPLOYERS' LIABILITY ACT.

SINCE many actions commenced in the county courts under the Employers' Liability Act, 1881 (43 & 44 Vict. c. 42), have now come before the Queen's Bench Division by way of appeal, it may be convenient to collate the decisions which have been pronounced under the statute during the past legal year.

In three of the reported cases the decision turned upon the question of the sufficiency of the notice of the injury under sections 4 and 7 of the Act. *Keen v. The Millwall Dock Company* (30 W. R. 503, L. R. 8 Q. B. D. 482) is the only reported case before the Court of Appeal. The plaintiff, immediately after sustaining the injury, verbally reported it to an inspector employed by the defendant company, who, on the same day, forwarded a memorandum in writing of the details of the accident to the superintendent of the company. A week after the accident the plaintiff's solicitor wrote a letter to the company claiming compensation for the injuries sustained by his client, "particulars of which have already been communicated to your superintendent." The court, affirming the decision of the Queen's Bench Division, held that this notice was insufficient, since it did not state the cause and date of the injury in accordance with section 7, and did not even refer to any other document as containing them. Lord Coleridge thought that a good notice could not be implied from separate documents, but that all the requisite particulars must be contained in one document; but, on the other hand, Brett and Hölker, L.JJ., expressed their opinion that an omission or inaccuracy in a notice might be cured by reference to another document so long as the defendant was not prejudiced thereby. This judgment virtually affirmed the previous decision of the Queen's Bench Division in *Moyls v. Jenkins* (30 W. R. 324, L. R. 8 Q. B. D. 116), where Grove, Lopes, and Bowen, JJ., held that a written notice of the injury was not rendered unnecessary by the fact that the defendant was already in possession of all the particulars which the Act requires to be stated. In *Stone v. Hyde* (30 W. R. 810), section 7 of the statute was construed liberally. A letter had been written to the defendant on the plaintiff's behalf, which described the injury but did not state its cause. The judge of the Lambeth County Court nonsuited the plaintiff on the ground of the insufficiency of the notice, but the Queen's Bench Division directed a new trial. Mathew, J., said that the notice was "defective as distinguished from invalid," and that, therefore, the latter part of section 7 was applicable, the county court judge not having found as a fact that there was any intention to mislead. Cave, J., pointed out that the defendant's contention would render the proviso at the end of section 7 (that a notice is not to be deemed invalid on account of any defect or inaccuracy unless the judge is of opinion that the defendant was prejudiced thereby, and that the defect or inaccuracy was for the purpose of misleading) absolutely ineffective, since it would prevent an omission even in a name or an address from being amended.

In *Griffiths v. The Earl of Dudley* (30 W. R. 797) the injured plaintiff had, by the terms of his employment, agreed with his employer that the provisions of the Act should not apply to him; and it was held that such a contract was an answer to an action for injuries sustained in the course of the employment, and, while not forbidden by the Act, was also not void upon the ground of public policy. Two other cases involved the whether section 1 of the Act was applicable. In *Oss v. The Great Western Railway Company* (30 W. R. 816), the plaintiff had been engaged in moving a truck at one of the defendants' goods stations, when he received the injuries complained of in consequence of twelve trucks coupled together being backed along

an adjoining line of rails without any warning from the capstan-man who set them in motion, and it was held that the latter was a person having charge of "a train upon a railway" within section 1, sub-section 5, and was, therefore, engaged in a common employment with the plaintiff. On the other hand, in *Robins v. Cubitt* (46 L. T. N. S. 735), the defendants were erecting a large building in Leicester-square, and the plaintiff, while employed by them in carrying mortar, was injured through the fall of a pail filled with cement. Two men were employed upon the pulley by which the pail was raised and lowered, in order to keep it steady in its progress; but the man stationed at the bottom was absent without the permission or knowledge of the foreman during the lowering of the pail, which, through not being kept steady, came in contact with a beam, and was thus detached from the pulley and caused the accident. Grove and Lopes, JJ., reversing the ruling of the judge of the Westminster County Court, held that the plaintiff was not entitled to recover.

"MINES AND MINERALS."

THE meaning to be attached to the words "mines and minerals" and the effect of a reservation in a grant of such things, has come twice recently before the courts.

In *Tucker v. Linger* (30 W. R. 578), the defendant was the lessee of a farm on the chalk hills of Surrey, the lease of which contained a reservation of "all mines and minerals, sand, quarries of stone, brick-earth, and gravel-pits." It appeared that the tenant had been in the habit of collecting into heaps the flints which were turned up in the course of ploughing the land, and of selling them. The official referee to whom the question was referred found that there was a custom on farms in the district to sell the surface flints, and Mr. Justice Kay, in the court below (see 30 W. R. 425), the Master of the Rolls, and Lord Justice Lindley held that such a custom was a good one, although Lord Justice Cotton doubted. The question thus arose whether, the custom being a good one, it was not excluded in this case by the reservation in the lease. In order to interpret the word "minerals," both Mr. Justice Kay and the Master of the Rolls referred to the words of Lord Justice Mellish in *Hext v. Gill* (20 W. R. 957, L. R. 7 Ch. 699), that "a reservation of minerals includes every substance which can be got from underneath the surface of the earth for the purpose of profit, unless there is something in the context or nature of the transaction to induce the court to give it a more limited meaning." The following words, "sand, quarries of stone, brick-earth, and gravel-pits," were, however, held to limit the meaning of "minerals" so as to exclude surface flints from the reservation, and the effect of words of particular import restricting the wider meaning of preceding general words was again illustrated. That the word "minerals" was capable of the wide signification attached to it in *Hext v. Gill*, and approved of in *Tucker v. Linger*, can scarcely be doubted after the cases in which its meaning has been called in question. And this interpretation would probably be borne out by the present ordinary use of the word; though, as James, L.J., said in *Hext v. Gill*, it is very probable that, if the question were what the words "mines and minerals" meant in the vernacular of the mining and commercial world and of landowners at the end of the last century, no one at that time would have thought of classing such substances as clay of any kind as a mineral.

A more difficult question arose in *The Midland Railway Company v. The Haunchwood Brick and Tile Company* (30 W. R. 640)—namely, whether a reservation of "mines and minerals" gives a right to work minerals otherwise than in mines or by underground working. In that case the railway company had, under the Railways Clauses Act, taken certain land and made their railway immediately over a bed of brick-earth which lay on the surface. The Railways Clauses Consolidation Act, 1845, s. 77, in the absence of anything to the contrary, reserves to the former owner of land taken by a railway "mines of coal, ironstone, slate, or other minerals." The defendants now threatened under a licence from the former owner of the surface to work the bed of brick-earth lying immediately under the rails in such a way as

would destroy the railway. Whether the word "minerals," when used in conjunction with "mines," should or should not be confined to such minerals as are found in mines, or can be got by underground workings, is by no means clear. In *Darvill v. Roper* (3 W. R. 467, 3 Drew. 294), Kindersley, V.C., restricted the word "minerals" to such substances as are worked by means of mines. In that case a distinction was drawn between the scientific meaning of the word, which it was said would include every portion of the soil except vegetable matter; another meaning—namely, any metalliferous substance; and a third meaning, including all such substances as are dug out of the earth by means of a mine; and it was held that the third sense expressed the intention of the parties in the deeds in question. In *Bell v. Wilson* (14 W. R. 493, L. R. 1 Ch. 303), the same judge had refused to include freestone in the word "minerals." The Lords Justices held that freestone was a mineral, but that a reservation in a grant of all "mines or seams of coal, and other mines, metals, or minerals," would not give the grantor liberty to get the freestone by open quarrying or otherwise than by an underground mine. In *Hest v. Gill* a reservation of "mines and minerals" was held to include china-clay, but it was also held that the owner could not get it in such a way as to destroy or seriously injure the surface. In *Attorney-General for the Isle of Man v. Mylchreest* (L. R. 4 App. 294), the word "minerals" in a grant from the Crown was held not to include clay and sand. On the other hand, in *The Midland Railway Company v. Checkley* (15 W. R. 671, L. R. 4 Eq. 19), the proprietors of a canal were held to be bound to pay compensation to the owner of an open quarry, whom they prevented from working his quarry so as to injure their canal, under the clause in the Canal Act for the compensation of owners prevented from working their mines and minerals.

In *Midland Railway Company v. The Haunchwood Brick and Tile Company*, Kay, J., after observing that the meaning of the words "mines and minerals" may be varied largely by the context, proceeded very carefully to arrive at their signification in the 77th section of the Railways Clauses Act by an examination of the surrounding sections. He said that the words, "mines of coal, ironstone, slate, or other minerals," might be read as meaning mines of coal, of ironstone, of slate, or of other minerals, restricting "minerals" to substances found in mines, or the word "mines" might be confined to coal. The former construction would seem favoured by the words at the end of the same section, where "mines" is used generally to describe all that is mentioned in the former part of the clause, and also by the 78th section, where the words "mines" and "mines and minerals" are used apparently indiscriminately to express the same thing. It is noticeable also that these sections are prefaced with the words, "with respect to mines lying under or near the railway"; but Kay, J., concludes that even if "mines of" and "minerals" are to be read together, the word "mines" must include open workings by quarrying and otherwise. If that were not so, the railway would have no power to inspect or prevent open workings within forty yards of their railway, which might have the effect of destroying it. This interpretation is borne out by the Scotch case of *Jamieson v. The North British Company* (6 Sc. L. R. 188), which is almost the converse of *The Midland Railway Company v. The Haunchwood Brick and Tile Company* under the Scotch Railways Companies Act, and it was also adopted in *Dixon v. The Caledonian Railway Company* (29 W. R. 249, L. R. 6 App. 820).

In the Railways Clauses Act, then, it seems clear that the words "mines and minerals" include open workings; but where these words are used elsewhere, it appears doubtful whether, apart from anything to show a contrary intention, they would have so wide a meaning. The word "minerals" may mean as Mellish, L.J., said—anything which can be got from underneath the surface of the earth for the purpose of profit; but looking at *Darvill v. Roper*, *Bell v. Wilson*, and *Hest v. Gill*, a reservation of minerals will not by itself give a right to disturb the surface of the land. On the whole, where mines and minerals are reserved in a grant, if it is probable that there are any minerals which can be got only by surface working, the grantor should not rely on the reservation alone, but should see that words are inserted by which he will secure for himself the right of breaking the surface.

"LANDS, TENEMENTS, AND HEREDITAMENTS."

We printed last week a letter from a distinguished correspondent, containing some remarks upon the subject which stands at the head of this article, and having reference to a former article, which will probably be in the remembrance of our readers, upon section 18 of the Conveyancing Act of 1881. Before offering any observations upon the matter of the letter, we wish to draw our correspondent's attention to a distinction which seems, in a great measure, to have escaped his notice.

He speaks of us as having "maintained that the interpretation given by the Act to the word 'land' is insufficient to embrace leaseholds for years." There are two senses in which the word "insufficient" might here be understood. It might mean that the words of the interpretation in question are, in propriety of speech, insufficient for the purpose mentioned; and, therefore, that they cannot, with any propriety, be used to express the meaning sought to be put upon them. We certainly think that, in this sense, the words in question are insufficient; and we do not find anything in our correspondent's letter to show that he is of a different opinion.

But if "insufficient" is to be taken to mean, that the courts cannot possibly contrive to force the words to bear the proposed improper meaning, we beg leave to remind our correspondent that we did not express any such opinion in the article to which he alludes. Such strange pranks have been played with legal phraseology by the makers of statutes, and the proper meanings of technical words have been thereby thrown into such confusion, that it is difficult to say what is absolutely impossible to be done, in the way of interpretation, by the dexterous citation of words improperly used.

In view of this distinction, our correspondent perhaps acted prudently in declining to "follow the reasoning" by which he says that we arrived at "this result." A great part of this reasoning was of the simplest possible character. We remarked, in effect, that the authority of all the sages of the law from time immemorial is expressly against including terms of years under the words tenements and hereditaments. We do not think that our correspondent, by following this part of our reasoning, would have come to a different conclusion. He can hardly think that terms of years (or, if he prefers the phrase, leaseholds for years) are tenements, and, therefore, we suppose, intailable within the statute *De donis*; or that they are hereditaments, and, therefore, descend to the heir.

As regards the word "land," we must draw a further distinction. Our doubt was expressly grounded upon the effect of the words "of any tenure," which our correspondent omits. We gave what we think are strong reasons for supposing that it is much more difficult to bring terms of years under a phrase comprising these words, than it would be to bring them under the bare word "land."

We cannot at all concur with our correspondent in his apparent assumption, that these are mere "words of amplification," which may be omitted without affecting the sense of the passage. He seems himself to have thought that, for his purpose, their room was more desirable than their company; and we are of the same opinion. If the Conveyancing Act, like the Statute of Frauds, had used the word "land" without defining it, we should easily, by virtue of colloquial usage, have admitted terms of years to be within the phrase "a mortgagor of land." But when the word "land" is elaborately defined, and the definition is composed solely of phraseology which, according to its proper usage, might have been expressly designed to exclude terms of years, we confess to feeling some difficulty. If our correspondent's view of the Act's meaning is correct, this elaborate definition, instead of serving any useful purpose, is a mere source of confusion and obscurity. The Act would have been more easily intelligible without it.

Now we come to our correspondent's remarks upon the Statute of Frauds. He begins by referring to the statute in general terms; but he confines his argument to section 7. Had he looked at section 6, he would have found in it the express phrase, "lands, tenements, and hereditaments"; which, as he is of course very

well aware, has precisely the same meaning as the other phrase, "*lands and tenements*," which occurs in section 5 and also later on in section 6 itself. It is too well settled to need reference to cases that the phrase here does not include "leaseholds for years." The testimony of the statute is, at all events, not unanimously in our correspondent's favour.

It is true that sections 5 and 6 were repealed by the Wills Act, their operation having been made superfluous by the latter Act's provisions. But this fact does not seem to affect the argument. Though the statute was repealed piecemeal, it was passed as a whole; and the repealed parts seem to throw as much light as those still in force upon the meaning of the words which the statute uses.

Finally, we arrive at the 7th section itself; but we must beg leave to quote rather more of it than the slight fragment given by our correspondent. The words of the section are:—"All declarations of trusts or confidences of any lands, tenements, or hereditaments, shall be manifested," &c. The words of the interpretation in the Conveyancing Act are:—"Land . . . includes land of any tenure, and tenements, and hereditaments," &c. We suppose that we may leave the *tenements* and *hereditaments* out of consideration; for our correspondent is not likely to contend that "leaseholds for years" are either tenements or hereditaments. Then it would seem that, in the opinion of our correspondent, the fact that "all trusts of any lands" has been held to include a "trust of leaseholds," is a strong reason why "land of any tenure" should be held to include "leaseholds." We must humbly confess that, to our apprehension, this argument does not seem to be quite conclusive.

The Statute of Frauds is notoriously one of the worst drafted Acts in the statute book. It is of evil omen that our correspondent should have been able to find nothing with which, in this respect, to compare the Conveyancing Act, except the Statute of Frauds.

At the conclusion of our previous article we said that it would give us great satisfaction if, contrary to our expectation, some method should be found to put the required construction upon section 18 of the Conveyancing Act which should be appropriate to the interpretation of highly important statutes upon highly technical subjects. It is a serious question whether the method proposed by our correspondent comes very obviously within that description.

REVIEWS.

STONE'S JUSTICES.

STONE'S PRACTICE FOR JUSTICES OF THE PEACE, JUSTICES' CLERKS, AND SOLICITORS AT PETTY AND SPECIAL SESSIONS, IN SUMMARY MATTERS, AND INDICTABLE OFFENCES, &c. With FORMS. NINTH EDITION. By WALTER HENRY MACNAMARA, Esq., Barrister-at-Law, Registrar to the Railway Commissioners. Stevens & Sons; H. Sweet; W. Maxwell & Son.

The chief interest of the present edition of this well-known work arises from the insertion in it of the provisions of the Summary Jurisdiction Act, 1879. These have been carefully and succinctly stated by Mr. Macnamara. The rules made under the Act are placed under the subjects to which they relate, being chiefly grouped in the chapter relating to arrangement of the business at petty sessions and the chapter on civil debts. It may perhaps be suggested that an index showing where the different rules are to be found would be an advantage. In other respects Mr. Macnamara has brought the book down to date as regards cases and legislation.

CORRESPONDENCE.

CROWN WINDFALLS.

[To the Editor of the Solicitors' Journal.]

Sir,—A return recently presented to Parliament shows that during the year 1881 there was received by the Treasury Solicitor on behalf of the Crown, in respect of the estates of persons dying without known next of kin, the sum of £64,227 5s. 10d. Since the passing of the Treasury Solicitor Act, 1876, the receipts have been as follows:—1877, £127,875 19s. 11d.; 1878, £139,769 9s. 8d.; 1879, £140,879 3s. 5d.;

1880, £58,448 13s. 11d.; so that during five years more than half a million sterling has thus accrued. After payment of the Crown's share, grants to persons having claims on the bounty of the Crown, costs, &c., there remained a balance in hand of £177,374 5s. 10d.

These estates are only held by the Crown till legitimate claimants appear, and I would venture to suggest that future returns might give a little fuller information, so that persons interested could without trouble obtain all necessary particulars to enable them to substantiate their claims.

The following notice was given last session:—

"SIR HERBERT MAXWELL.—Intestates' estates reverting to the Crown.—Return showing the total amount received on behalf of the Crown since the passing of "The Treasury Solicitor Act, 1876," with the names and addresses of the intestates, also the names and addresses of intestates whose estates are in course of administration, with the amount of each estate."

The return suggested would prove invaluable to the public, and the notice will, I hope, be repeated next session.

I may add that an Act just passed transfers to the Exchequer an extraordinary "windfall"—namely, no less a sum than £143,272 11s. 2d. arising from fractions of a penny on dividends on the National Debt, it being customary not to pay fractions of a penny on Government stocks.

EDWARD PRESTON.

SHERIFFS' OFFICERS.

[To the Editor of the Solicitors' Journal.]

Sir,—Referring to the correspondence at the early part of the year and to the committee appointed to deal with this question, and to the action I successfully instituted to illustrate that irregularities could not be permitted without payment of damages, will you allow me to say that I intend to incorporate the facts in a paper at the Hull meeting, entitled "Ought the execution of writs to be removed from the office of sheriff?" and that I shall be glad to receive from the profession particulars of any authenticated cases of complaint? FRANCIS K. MUNTON.

95A, Queen Victoria-street, E.C., August 21.

"RE-CONVEYANCE."

[To the Editor of the Solicitors' Journal.]

Sir,—We shall be much obliged by the opinion of yourself or any of your correspondents on the following point under the Conveyancing and Law of Property Act which has arisen, to our knowledge, in several cases.

A re-conveyance of a mortgage created prior to the Act is drawn on the assumption that the statutory form applies to such a case. Section 29, of course, applies only to a re-conveyance of a recent mortgage; but cannot it be contended that the other sections of the Act make the statutory form practically apply to a re-conveyance of any mortgage? For instance, section 6 dispenses with the necessity for general words, section 7 (F.) does away with the covenant against incumbrances, and section 51 substitutes the words "in fee simple" for "heirs." If all these sections apply to a re-conveyance, as they appear to do, unless the interpretation clause as to a "conveyance" is not general enough to include a "re-conveyance," it would seem that the limitation in section 29 of the applicability of the statutory form of re-conveyance is, in effect, no limitation at all.

SUBSCRIBERS.

Aug 23.

CASES OF THE WEEK.

BEFORE THE VACATION JUDGE.

PRACTICE—NON-PAYMENT OF TAXED COSTS—WRIT OF *fi. fa.*—PERSONAL SERVICE.—In the case of *In re Upperton*, before North, J., sitting as Vacation Judge, on the 23rd inst., a motion was made *ex parte* for leave to issue a writ of *fi. fa.* against one Brailsford, who had failed to pay certain taxed costs. It appeared that the time mentioned in the order of the taxing master had expired, but on application to the clerk at the writ office, the writ of *fi. fa.* was refused, on the ground that the order of the taxing master had not been personally served on the respondent. A letter from the respondent, written during the course of the proceedings in respect of which the costs were incurred, was read, to the effect that the respondent would accept any service by registered letter addressed to his country residence. It was stated that the refusal at the writ office was grounded on what was a rule of practice only. NORTH, J., after consulting with the registrar, said that as an affidavit had been made proving the service of the order in the manner indicated by the respondent himself, he should give the leave now asked for.—SOLICITORS, Baker, Forder, & Upperton.

LAND SOCIETY—WINDING UP—NON-REGISTRATION OF SOCIETY—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), s. 4.—In the case of *In re The Belle Vue Freehold Land Society*, also before North, J., on the 23rd inst., a petition was presented by a creditor for the winding up of the society. It appeared

that the society was constituted as a land society by a deed dated October, 1873, and consisted of more than twenty members, but was not registered under the 4th section of the Companies Act, 1862. Under these circumstances the petition was, on the 16th inst., ordered by North, J., to stand over until the next sittings for the production of authority showing that such a society was not an association for the purpose of carrying on a business that had for its object the acquisition of gain within the meaning of the above-mentioned section of the Companies Act, and did not require to be registered. The case of *Wigfield v. Potter* (45 L. T. N. S. 612) was cited, where the divisional court held that registration of a land society was unnecessary. NORTH, J., said that the case cited seemed to cover the point raised, and made the usual order for a compulsory winding up.—SOLICITORS, *Hickin & Graham; Cattarne, John, & Hughes, for Young, Wilson, & Co., Sheffield.*

PRACTICE—RECEIVER—APPLICATION BY PERSON NOT PARTY—CLAIM FOR RENT—PETITION—COSTS.—In the case of *O'Hagan v. The North Wingfield Colliery Company*, also before North, J., on the 23rd inst., a receiver having been appointed in the action, a petition was presented by the lessor of the company, who was not a party to the action, that the receiver might be ordered to pay a sum due for rent, or that leave might be given to disclaim. It appeared that the receiver had, since the presentation of the petition, tendered payment of the amount claimed without costs. It was argued by the petitioner that, although the application might be made by summons or by motion or by petition, yet where the person applying was not a party to the cause, and the property over which the receiver had been appointed was landed property, the proper mode of proceeding was by petition (*Kerr on Receivers, 129-7; Richards v. Richards, John, 255*). NORTH, J., said that the method of procedure depended wholly on the nature of the case. There was no doubt that the applicant here was entitled to the order asked for, and he should therefore make it, but without costs, for the applicant's proper course was to have proceeded in chambers by summons.—SOLICITORS, *Chester, Mayhew, Broome, & Griffiths, for Black, Chesterfield; W. H. Roberts; Goldring.*

COMPANY—WINDING UP PETITION—ALLEGATIONS OF FRAUD—MOTION TO STRIKE OUT ON GROUND OF SCANDAL.—In the case of *In re The Indian Kingston and Sandhurst Gold Mining Company (Limited)*, also before North, J., on the 23rd inst., a motion was made to have certain paragraphs struck out of a petition presented by contributories for the winding up of the company on the ground that it was a bubble company. The applicant had not been served with the petition, and the paragraphs complained of contained charges against the promoters of the company, and included amongst the names of the promoters the name of the applicant. It was on his behalf submitted that it could readily be proved that he never had been a promoter. It was, on the other hand, contended by the petitioners that the paragraphs were material, and that if applications of the present nature were entertained the merits of the whole petition would be entered into before the petition itself could actually be heard, and that this might occur upon the same petition, not once, but repeatedly. NORTH, J., said that the applicant's case might be a hard one, and the allegations contained in the paragraphs objected to might, in fact, be untrue, but they nevertheless appeared to be relevant. This being so, the motion must be dismissed with costs.—SOLICITORS, *Linklater & Co; Walter B. Styer.*

COUNTY COURTS.

HUDDERSFIELD.

(Before J. W. DE LONGUEVILLE GIFFARD, Esq., Judge.)

Aug. 17.—*Scott v. The Corporation of Huddersfield.*

Highway—Negligence—Corporation—Employment of contractor.

HIS HONOUR delivered judgment in the above case as follows:—The plaintiff in this action claims £50 damages for injury to a horse, caused by the acts of the defendants or their servants, in placing pitch upon the surface of the public streets, so as to render it dangerous and unfit for public traffic. The evidence of the plaintiff and his witnesses, who were uncontradicted (as the defendants called none), showed that for some weeks prior to the 19th of October the corporation were engaged in laying down tram roads upon some of the principal streets in Huddersfield, and in course of this work had taken up a considerable portion of the pavement and the setts. In refixing the setts the interstices were filled up with pitch, in which operation and in melting and carrying the pitch, patches were left in several places on the surface of the highway. Prior to and on the 19th of October, which was Tuesday, several parts of Westgate and New-street, where the workmen were engaged, were partially stopped for traffic by wooden barriers, placed so as to prevent carriages and carts from passing over until the road was finished. On the 18th Dr. Scott drove in his carriage down Westgate into New-street, at which time the barriers were up. On the next day, Wednesday, the 19th, having occasion to call at Mr. King's, the chemist, whose shop is next but one to the corner formed by Westgate falling into New-street at right angles, Dr. Scott's coachman drove at a walking pace round the corner, when the horse's near hind leg slipped on the surface of the street, and in attempting to recover himself the horse slipped again, and could with great difficulty be got on his feet by the coachman, who ultimately got him up and led him home. By the medical evidence which was adduced, it was proved that the horse had sustained an incurable injury, and was worth something between £5 and £15. The horse, a short time before, had been purchased unbroken for £50, and at the time of the accident was worth £75. The plaintiff proved that the setts were fixed, in which operation the pitch was principally required, by men working under the superintendence of the surveyor of the corporation, and

were paid for by them, but to whom the money was paid did not appear. The plaintiff had served notice on the corporation to produce the contract, if any, under which the work was done, but the defendants declined to produce any contract. As soon as it appeared that the defendants declined to produce the contract, if any, and did not intend to go into evidence, I allowed Mr. Learoyd, who had concluded his case (Mr. Atkinson for the defendants objecting), to call the borough surveyor, who gave evidence to the effect stated above. Some correspondence with the town clerk was read, but no contract under the seal of the corporation was produced. The defence of the corporation was threefold—first, that the plaintiff was guilty of contributory negligence, and could not recover; secondly, that no civil action could be maintained against the surveyors of highways, which office they held, for an accident caused by non-repair of the highway; and, thirdly, that the plaintiff had not shown that the men who did this work were servants of the corporation. They were no doubt servants of the contractor, but, if so, the corporation were not liable. With regard to the first defence, I confess I am unable to see how either in fact or law it could be maintained. Dr. Scott and his coachman, were, no doubt, aware that these repairs had been going on, but when they found the barriers and surplus stones removed without any intimation to the contrary, they assumed, as they had a right to assume, that the street was fit for public traffic. Probably the plaintiff's coachman assumed that he ought to drive carefully over the newly-finished street, and he appears to have done so, going round the corner at a walking pace, and I fail to see what more he could do, being obliged to go round the corner to get to his destination. On the facts, therefore, this contention cannot be sustained. Nor are the defendants, I think, more fortunate on the point of law. It was held by the House of Lords in the case of *Radley v. London and North-Western Railway Company* (L. R. 1 App. 755), that though a plaintiff may have been guilty of negligence, and though that negligence may in fact have contributed to the accident, yet if the defendant could in the result, by the exercise of ordinary care and diligence, have avoided the mischief which happened, the plaintiff's negligence will not exonerate him. Can there be a doubt that if the defendants had taken ordinary care in removing the pitch, or in making it safe by putting on ashes, the accident would not have happened? On the second point, which was argued with very great ability and learning by Mr. Learoyd for the plaintiff, and also by Mr. E. T. Atkinson on behalf of the defendants, the defence also fails. It is quite true, and established by a long series of authorities, among which one of the latest is *Gibson v. The Mayor of Preston* (L. R. 5 Q. B. 318), that the surveyors of highways are not in that character liable in a civil action for the non-repair of the highway. This principle was laid down at a time when corporate bodies were much less common than at present; otherwise I think it very doubtful whether the rule would ever have obtained at all. Indeed, in one of the earliest cases, I believe the earliest—*Russell v. The Men of Devon* (3 T. R. 667)—one of the grounds on which Lord Kenyon principally relied, in allowing the demurrer, was that the defendants were not a corporation having funds out of which the damages might be paid. But beyond doubt, in the present state of the law, neither surveyors under the Highway Acts, nor local boards clothed with that office, are liable in a civil action for injuries sustained by reason of the non-repair of the highways. To this extent they are protected, but this protection is confined to cases of nonfeasance, such as non-repair. A great number of cases have been cited on both sides in reference to this point, but I do not intend to refer to them particularly, because I think in all of them, with perhaps a single exception—viz., *The Borough of Bathurst v. Macpherson* (L. R. 4 App. 268)—the distinction is uniformly maintained between damage arising from nonfeasance and damage from misfeasance. In cases of nonfeasance surveyors of highways, as such, whether clothed with a corporate character or not, are in a civil action unavailable; but, on the other hand, for damages arising from acts of misfeasance they have been held liable; and though clad in the impenetrable armour of the 117th section of 11 & 12 Vict. c. 68, in *Foreman v. The Mayor of Canterbury* (L. R. 6 Q. B. 214), a heap of stones used in the repair of the road was left projecting into the road some five feet without light or protection, and, an accident having been then occasioned, the question arose whether the local board, who were the surveyors of highways, were liable. This was clearly a case of misfeasance, and the defendants were accordingly held liable. On the other hand, in *Gibson v. The Mayor of Preston*, the local board were held not liable *quod* surveyors of the highways for misfeasance. The case was strongly relied on by the defendants, but is really no more than a late edition of the old law. *White v. The Hindley Local Board* (L. R. 10 Q. B. 219), appears an instance of the rule, and, perhaps, to some extent, the exception. The plaintiff, while riding on the highway, trod upon a grating to drain off the surface water, and the grating being faulty, gave way, and injured the horse's leg. In an action by the owner for damages against the local board, it was held that though the defendants might not be liable as surveyors for non-repair of the highway, yet as owners of the grating they were liable. I have been unable to find a single case where local boards guilty of misfeasance have not been held liable; and with perhaps the exception to which I have before referred, I have not found a single case where the surveyors of highways, whether corporate bodies or not, have been held liable for more nonfeasance. In the case to which I have referred—viz., *The Borough of Bathurst v. Macpherson*—the damage arose from non-repair of a road, the defect being caused by neglecting to repair an artificial drain which the defendants had constructed in the road. The defendants were, however, held liable. Sir Barnes Peacock, in delivering the judgment of the Privy Council said that the court was of opinion that the defendants, by constructing the drain and neglecting to repair it, had caused a dangerous hole to be left in the road, which had been unfenced, and constituted a nuisance, for which they might be indicted, and in respect of which they were liable for damages at the suit of anyone injured thereby. Mr. Atkinson endeavoured to dis-

tinguish this case on the ground that the defendants were not surveyors of highways, but, as they had the charge of the roads, and the rights and immunities of surveyors, the name seems to me of small account. The question then arises, Did this injury proceed from nonfeasance or misfeasance? I confess I do not entertain much doubt on this point. The act complained of is the spreading of a quantity of pitch on the surface of the street, whereby it was rendered slippery and dangerous, and to describe such an act as non-repair of the road seems a contradiction in terms. Suppose, in this work, one of the barriers had been thrown down and left there during the night, and a horse had tripped over in the darkness and broken his leg, would that be nonfeasance or misfeasance? I think no one would be hardy enough to call such an act nonfeasance, but, if so, how does that case differ in principle from the present one? With regard to the last point, by whom was this work done? I think the corporation, in their defence, have been more ingenious than candid. They called no witnesses, they produced no contract from which the facts could be elicited, and compelled the plaintiff's advocate to call a hostile witness—the corporation's surveyor—to prove the facts. That gentleman, on being examined, gave his evidence in a very fair and creditable way; and from his testimony two facts are clearly proved, that the fixing the stones was done under the superintendence of the witness, who is the borough surveyor, and that the corporation supplied the stones, and paid for the labour. In my opinion, this evidence casts the burden of proving that the work was done by a contractor on the corporation, if they rely on any such defence. One thing, at all events, is clear, that the corporation exercised dominion over the work by their own surveyor, and by supplying the stones, and, if so, though part of the work may have been done by a contractor, still they are liable. A similar point arose in the case of *Pendlebury v. Greenhalgh* (L. R. 1 Q. B. 40), which in its circumstances very much resembles the present case, and there the court held that the defendants were liable. The same principle was laid down in *Burgess v. Gray* (1 C. B. 578). If the corporation rely on any contract, they are bound to produce it, and show a valid contract under the seal of the corporation, which is the only way they could enter into a contract of this kind: *Hunt v. Wimbledon Local Board* (L. R. 4 C. P. D. 46). But, in truth, even if there had been a valid contract under the seal of the corporation, of which, in the present case, there is no trace, the corporation would still be liable. By their private Act all the streets, &c., are vested in them, and, by the 20th section, every person disturbing the pavements, &c., without their consent in writing, is made liable to a penalty, and by the 16th section, the corporation shall be deemed guilty of a misdemeanor for neglecting to keep the highways in repair. Where there is this statutory obligation imposed on any public body, they cannot divest themselves of their liability by contracting themselves out of it: *Hole v. Sittingbourne and Sheerness Railway Company* (R. C. 6 H. & N. 488); *Ellis v. Sheffield Gas Consumers' Company* (2 E. & B. 267). On these grounds I am of opinion that the plaintiff is entitled to a verdict with costs.

Solicitors for the plaintiff, *Leahey & Piercy*.

Solicitors for the defendants, *Brook, Freeman, & Bailey*.

OBITUARY.

MR. JAMES CROOME.

Mr. James Croome, barrister, died at Middleton Cheney, Northamptonshire, on the 23rd of June, at the age of fifty-six. The deceased was the second son of the late Mr. Robert Croome, of Middleton Cheney, and was born in 1826. He was educated at the Charterhouse and at Brasenose College, Oxford, and he was called to the bar at the Inner Temple in Hilary Term, 1857. He practised on the South-Eastern Circuit, and also at the Middlesex, Essex, Hertford, St. Albans, and Colchester Sessions, and at the Central Criminal Court. He had a good share of criminal and appeal business, and also at the various county courts and licensing sessions in the metropolitan district. Mr. Croome was a man of most courteous manners and generous and amiable disposition, and his death is mourned by a very large circle of professional friends. He was unmarried.

MR. JOHN LATIMER.

Mr. John Latimer, solicitor, died at Leeds on the 18th ult. Mr. Latimer was the eldest son of Mr. David Latimer, of Kirklington Hall, Cumberland, and was born in 1827. He was admitted a solicitor in 1854, and he had practised for over twenty-five years at Leeds. He had an extensive private practice, and he was solicitor to the Leeds Commercial Building Society, the Skyrack and Morley Savings Bank, and other important bodies. Mr. Latimer was buried on the 23rd ult. He leaves a widow and five children.

SIR JOHN SMALE.

Sir John Smale, knight, many years Chief Justice of Hong Kong, died at 21, Sussex-place, Regent's-park, on the 15th inst., at the age of seventy-seven. Sir J. Smale was the son of Mr. John Smale. He was born in 1805, and he was educated at Manchester College, York. He was for a few years in practice as a solicitor, but he afterwards entered at the Inner Temple, where he was called to the bar in Easter Term, 1842. He practised for eighteen years at the Chancery Bar, and was the author of a series of reports in the court of Vice-Chancellors Parker and Hall, compiled in conjunction with Mr. De Gex, and afterwards with Mr. De Longueville Giffard. He was Attorney-General of Hong Kong from 1860 till 1866, when he was appointed Chief Justice of that colony. He will be long remembered at Hong Kong for

his successful efforts for the abolition of domestic slavery. In 1874 he received the honour of knighthood, and in 1881 he retired on a pension. Sir J. Smale had been twice married.

MR. GEORGE BUZZARD.

Mr. George Buzzard, solicitor, of the St. James's Vestry Hall, Piccadilly, died at his residence, 12, Waverley-place, St. John's Wood, on the 12th inst., in his eightieth year. Mr. Buzzard was born in 1803. He was admitted a solicitor in 1827, and during his long professional career he had held several important appointments in the metropolis. He was formerly clerk to the St. James's Board of Guardians, and he was until his death superintendent-registrar for the district of Westminster. He was also clerk to the Licensing Magistrates for the St. James's Division, Mr. George Allen being associated with him in that office. He was appointed vestry clerk of the parish of St. James, Piccadilly, in 1832, and in April last, on completing his fiftieth year of office, he was presented by the parishioners with a silver salver and a purse of sovereigns. At a special vestry held on the 15th inst., the following resolution was passed:—"That this vestry, in offering its expressions of condolence to the family and friends of the late Mr. Buzzard on their sudden bereavement, desire to place on record its high appreciation of his notable career for more than fifty years as vestry clerk of this parish, his great aptitude and knowledge, his unswerving honesty and great zeal, and his able performance of his duties through that lengthened period to the day of his death in this and other offices held by him in the parish of St. James." Nearly all the members of the vestry were present at Mr. Buzzard's funeral at the Hampstead Cemetery on the 16th inst.

MR. THOMAS GEORGE DISMORE.

Mr. Thomas George Dismore, solicitor and notary (of the firm of Thornly & Dismore), of Liverpool, was killed by a fall from a precipice on the 20th inst., while on a tour in North Wales. He had made the ascent of Snowdon in company with Mr. George Norton, another Liverpool solicitor, but on their return to Llanberis, Mr. Dismore missed his footing and fell. His body was found the next morning very much mutilated, and death appears to have been instantaneous. Mr. Dismore was born in 1848. He was admitted a solicitor in 1871, and he had been for several years in partnership with Mr. James Thornly. He was a notary public, and he had a good private practice. He was secretary to the Liverpool Junior Liberal Association, but he was very popular with all parties in the city.

LEGAL APPOINTMENTS.

Mr. DUNCAN ROBERT MALCOLM, solicitor, of Leeds and Wakefield, has been appointed Clerk to the Rawdon Local Board. Mr. Malcolm was admitted a solicitor in 1876.

Mr. ROBERT WELCH MACRETH, barrister, has been appointed Clerk to the Willesden School Board. Mr. Macreth was called to the bar at Lincoln's-inn in Trinity Term, 1874.

Mr. RICHARD HOLMES, solicitor (of the firm of Holmes, Son, & Lear), of Arundel and Littlehampton, has been appointed Clerk to the newly-formed Arundel Burial Board. Mr. Holmes was admitted a solicitor in 1846. He is town clerk of Arundel, registrar of the Arundel County Court, and clerk to the county magistrates and the Commissioners of Taxes.

Mr. SYDENHAM PAYN, solicitor, of Dover, has been elected Coroner for that borough. Mr. Pavn was admitted a solicitor in 1867.

Mr. CHARLES JAMES GRIMWADE, solicitor, of Hadleigh, has been elected Clerk to the Hadleigh Local Board. Mr. Grimwade was admitted a solicitor in 1866.

Mr. ALEXANDER CRAIG-SELLAR, advocate, who has been elected M.P. for the Haddington Burghs in the Liberal interest, is the son of Mr. Patrick Sellar, of Westfield, Morayshire, and was born in 1835. He was educated at Rugby and at Balliol College, Oxford, where he graduated first class in classics in 1858. He was called to the bar in Scotland in 1862, and he was private secretary to the present Lord Young when Lord-Advocate.

Mr. GEORGE WHITE, solicitor, of Guildford, has been elected Clerk to the Worplesdon School Board. Mr. White is registrar of the Guildford County Court. He was admitted a solicitor in 1861.

Sir GEORGE YOUNG, baronet, who has been appointed a Commissioner of Charities, is the eldest surviving son of the late Sir George Young, Bart., his mother having been a daughter of the late Mr. Sergeant Praed, and was born in 1837. He was educated at Eton, and he was formerly fellow of Trinity College, Cambridge, where he graduated as a senior optime, and also in the second class of the classical tripos in 1860. He was called to the bar at Lincoln's-inn in Easter Term, 1864, and he has practised in the Chancery Division. Sir G. Young proceeded in 1870 to British Guiana as a Commissioner to inquire into the Condition of the Coolies in that colony, and he was secretary to the Factory Acts Commission in 1875, and to the Irish Land Commission in 1880.

Mr. ARTHUR JOHN RAM, barrister, has been appointed Chairman of the Board of Conciliation for the Carpet Trade. Mr. Ram is the son of the Rev. Abel John Ram, rector of Rolleston, Staffordshire. He is a graduate of Corpus Christi College, Oxford, and he was called to the bar at the Inner

Temple in Trinity Term, 1872. He practised on the Oxford Circuit and at the Staffordshire Sessions, and he has been for several years a revising barrister.

DISSOLUTION OF PARTNERSHIP.

GEORGE LEWIS PHIPPS EYRE and JAMES MASON ALLEN, solicitors, 1, John-street, Bedford-row. Aug. 18. The business will be carried on as heretofore at the same place under the present style of G. L. P. Eyre & Co., by the said George Lewis Phipps Eyre. [Gazette, Aug. 22.]

LEGISLATION OF LAST WEEK.

HOUSE OF LORDS.

Aug. 17.—*Bills Read a Second Time.*

Appropriation; National Gallery Loan.

Bills in Committee.

Appropriation; Fishery Board (Scotland).

Bills Read a Third Time.

Appropriation; Revenue; Friendly Societies; National Debt; Fishery Board (Scotland).

Aug. 18.—*Royal Assent.*

The Royal Assent was given by Commission to the following Bills:—Appropriation; Civil Imprisonment (Scotland); Somerset Rectory; Bills of Sale Amendment; Arrears of Rent (Ireland); Retail (Scotland); Annual Turnpike Acts Continuance; Supreme Court of Judicature (Ireland); Bombay Civil Fund; Isle of Man (Officers); Pensions Commutation; County Courts (Costs and Salaries); Lunacy Regulation Amendment; Municipal Corporations; Divided Parishes and Poor Law Amendment; Labourers' Cottages and Allotment (Ireland); Bills of Exchange; Electric Lighting; Reserve Forces; Militia; Artisans' Dwellings; Merchant Shipping (Expenses); Government Annuities; Educational Endowments (Scotland); Intermediate Education (Ireland); South Wales Turnpike Roads (Amendment); Corrupt Practices (Suspension of Elections); Passenger Vessels; Licences Amendment (Scotland); Expiring Laws Continuance; Public Works Loans; Constabulary (Ireland) Amendment; Prison Charities; Married Women's Property; Allotments Extension; India (Home Charges Arrears); Revenue; Friendly Societies; National Debt; Ancient Monuments Protection; Citation Amendment (Scotland); Merchant Shipping (Colonial Inquiry); Post-offices Parcels; Fishery Board (Scotland); Wexham, Mold, and Connah's Quay Railway; Essex County (Loans); Halifax Corporation; Newcastle-upon-Tyne Corporation (Loans); Huddersfield Corporation; Rotherham Corporation; Swansea Corporation (Loans); Tynemouth Corporation (Loans); Wolverhampton Corporation (Loans); Ionian Bank; Bute Docks; Blackburn Improvement; Bolton Improvement; Derby Corporation; Hull, Barnsley, and West Riding Junction Railway and Dock (New Works); Latimer Road and Acon Railway; London and South-Western Metropolitan District Railway (Kingston and London Railway); Macclesfield Corporation; Wimbledon and West Metropolitan Junction Railway; Alexandria (Newport and South Wales) Docks and Railway; Bawtry and Trent Railway and Dock; Bridgewater Railway; North Cornwall Railway; Charing-cross and Waterloo Electric Railway; Dover Harbour; London Southern Tramways; Mersey Railway; Metropolitan District Railway; Rhymney, Southport, and Cheshire Lines Extension Railway; Regent's Canal, City, and Docks Railway; South-Eastern Railway (New Lines and Widening); Metropolitan Outer Circle Railway; Radstock, Wrington, and Congresbury Junction Railway; Beaconsfield, Uxbridge, and Harrow Railway; Stourhead Settled Estates.

HOUSE OF COMMONS.

Aug. 17.—*Bill Read a Second Time.*

Payment of Wages in Public-houses Prohibition.

DRINKING FOUNTAIN IN LINCOLN'S-INN-FIELDS.—On Monday morning a new fountain was unveiled in Lincoln's-inn-fields, under the auspices of the Metropolitan District Fountain and Cattle Trough Association, in memory of the late Mr. Philip Twells, barrister-at-law, formerly M.P. for the City of London. Several members of the family were present, and the ceremony was performed by Mrs. Twells, who, in a few appropriate words, declared the fountain open to the public. It is built of highly-polished granite, and its cost is estimated at about £1,000. The design is an elegant one. The architect was Mr. R. Kettle. —*Times.*

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRUNSWICK LAGER BEER BREWERY, LIMITED.—Petition for winding up, presented Aug. 16, directed to be heard before North, J., on Aug. 20, at 11. Chapman, London wall, solicitor for the petitioner.

CITY AVON ESTATE AND WORKS COMPANY, LIMITED.—By an order made by Chitty, J., dated Aug. 5, it was ordered that the company be wound up. Vant, Lendenhall st., solicitor for the petitioner.

WILLIAM SLACK AND SON, LIMITED.—By an order made by Kay, J., dated Aug. 6, it was ordered that the above company be wound up. Field and Co, Lincoln's inn fields, solicitors for the petitioner. [Gazette, Aug. 18.]

COURT PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

SYDRALE HALL COLLIERY COMPANY, LIMITED.—The Vice-Chancellor has fixed Monday, Aug. 28, at 11, at the Municipal bldg, Dale st, Liverpool, as the time and place for the appointment of an official liquidator. [Gazette, Aug. 18.]

GOULD ALLEN AND SHELLEY COMPANY, LIMITED.—Creditors are required, on or before Sept. 30, to send their names and addresses, and the particulars of their debts or claims, to Ebenezer Adamson, 25, Booth st, Manchester. Thursday, Oct. 12, at 11, is appointed for hearing and adjudicating upon the debts and claims. [Gazette, Aug. 22.]

FRIENDLY SOCIETIES DISSOLVED.

MILNTHORPE FRIENDLY SOCIETY, Cross Keys Inn, Centre st, Milnthorpe, Westmorland Aug. 18. [Gazette, Aug. 18.]

St. JAMES'S PROVIDENT SOCIETY, Leighton, Stafford, Aug. 18. [Gazette, Aug. 22.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

ATKINS, RICHARD, Albion rd, South Hampstead, Gent. Sept 30. Mott v Allen and Atkins, Fry, J. Kingford and Co, Essex st, Strand.

BAGLEY, GEORGE, West Drayton, Middlesex. Oct 1. Bagley v Bagley, Kay, J. Beswick, Bedford row.

SMALLPAGE, ISALIAN, Burnley, Lancashire. Sept 30. Phillips v Smallpage, Hall, V.C.

ANTIDALE, BURNLEY.

SMITH, ALFON, Oxford Bridge, Kent, Captain. Sept 21. Day v Bonajini, Kay, J. Ward, Watford.

UMPHREY, JANE, Portland House, Cumberwell, Oct 2. Nash v Ward, Hall, V.C.

Mander, New sq, Lincoln's inn.

WEAT, WILLIAM, March, Cambridge, Surgeon. Sept 18. Marshall v Wray, Essex, V.C. Danbarn, March. [Gazette, Aug. 18.]

BAKER, CHARLES, Northwood's Asylum, Frampton Cotterell, Gloucester, Gent. Oct 2. Gadd v Baker, Kay, J. Harwood, Bristol. [Gazette, Aug. 22.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35. LAST DAY OF CLAIM.

ANSTIS, REV MATTHEW, Bishop Hall, Stafford, Clerk. Sept 20. Morgan, Stafford.

ASKREWER, WILLIAM, Barrow in Furness, Shipbuilder. Sept 11. Hudson, Barrow in Furness.

BEE, WILLIAM, North Kelsey, Lincoln, Farmer. Sept 21. Sowter, Brigg.

BERRY, RICHARD, Great Rollright, Oxford, Farmer. Oct 1. Saunders, Chipping Norton.

CARSON, SARAH, Oakfield, Manningham, nr Bradford. Sept 21. Dunn and French, Leeds.

FIELD, WILLIAM, Blackfriars rd, Printer. Sept 22. Tilling, Devonshire chambers, Bishopsgate.

FITCHER, GEORGE, Shipton Solars, Gloucester, Farmer. Sept 1. Brydges and Melker, Cheltenham.

FRANKLIN, WILLIAM, Great Dunmow, Essex, Carpenter. Sept 1. Wade and Co, Dunmow.

GOULD, GEORGE MATTHEW, Maidstone, Clerk in Holy Orders. Sept 30. Hainmore, Bishopsgate st, Within.

GREGORY, WILLIAM, Bristol, Solicitor. Sept 20. Gregory and Son, Bristol.

GURNEY, ELIZA PAUL, West Hill, near Burlington, New Jersey, North America. Sept 15. Cooper and Co, Norwich.

HENSHALL, THOMAS, Chester, Timber Merchant. Sept 4. Walker and Co, Chester.

HOWORTH, EDWARD, Frington Lodge, nr Preston, Esq. Sept 23. Taylor, Preston.

HUTT, THOMAS, Garsley, Worcester, Maltster. Sept 1. Saunders and Bradbury, Birmingham.

JOHNSON, JOHN, Ballall Heath, Worcester, Coal Dealer. Sept 1. Saunders and Bradbury, Birmingham.

KIBB, JOHN, Withington, nr Manchester, Gentleman. Aug 30. Brooks, Hyde.

KNOWLES, THOMAS, Scarborough, Gentleman. Oct 2. Tate and Cook, Scarborough.

LEES, ASA, Ashton under Lyne, Lancaster, Esq. Oct 31. Ponsonby and Carline, Oldham.

LILLY, BENJAMIN, Birmingham, Ship's Branstender. Sept 7. Parr and Hayes, Birmingham.

LEACH, REV HENRY WILLIAM, Aston Tirrold, Berks, Clerk. Oct 24. Mackenzie and Co, Lincoln's inn fields.

MAILE, CHARLES RAIKES, Huntingdon, Retired Builder. Sept 12. Jennings and Co, Burton on Trent.

MARE, JOHN, Carlisle, Iron Merchant. Sept 30. Wright and Brown, Carlisle.

MOORE, CHARLES WILSON, Cheltenham, Major-General Indian Army. Sept 22. Allisons and Allison, Louth.

OGILBY, WILLIAM, Lincoln, Furniture Broker. Sept 23. Sowter, Brigg.

OSBORN, ROBERT ARTHUR, Fulham, Nurseryman. Oct 6. Walker and Co, Southampton st, Bloomsbury.

PROCTOR, GEORGE JAMES, Newcastle-upon-Tyne, Glass Manufacturer. Sept 12. Bird, Newcastle-upon-Tyne.

SPOOKER, WILLIAM, Clerk of St Clement Danes. Sept 4. Latta Brothers, Barbican's bldg.

TIBBIS, HENRY, Everton, Liverpool, Master Mariner. Sept 4. Simpson and North, Wigan, Esq.

WRIGHT, EDWARD, Gloucester, Gent. Oct 2. Fryer and Blakeway, Gloucester.

WORTHHOUSE, REV ALBERT, Match Rectory, Southampton, Oct 1. Longwood and Co, Lincoln's inn fields. [Gazette, Aug. 11.]

BARKER, WILLIAM BROMBY, Thelium, Bengal, East Indies, Captain 10th Hussars. Oct 1. Deane and Co, South sq, Gray's Inn
 BARKER, WILLIAM, Birmingham, Brassfounder. Sept 29. Williams, Birmingham
 BROWN, MARGARET, Newcastle upon Tyne, Stationer. Sept 15. Stewart, Newcastle upon Tyne
 HOLYOAK, THOMAS, Wanborough, Wilts, Farmer. Sept 29. Townsend, Swindon
 KNAPP, CHRISTOPHER HENRY, Kingston upon Hull, Merchant. Oct 14. England and Co, Hull
 NICHOLSON, HANNAH, Pontefract, York, Innkeeper. Oct 14. Harrison and Beaumont, Wakefield
 NIX, SAMUEL, Blackheath Park, Kent, Gentleman. Sept 7. Dyer Nix, King st, Chapside
 NOTT, AUGUSTA, Norfolk rd, St John's Wood. Sept 30. Nicol and Co, Lime st
 PALMER, SUSANNAH, Hereford. Sept 4. Symonds, Hereford
 PATTERSON, HANNAH, Ferrybridge, York. Oct 14. Harrison and Beaumont, Wakefield
 PATER, NANCY, Plymouth, China and Glass Dealer. Nov 20. Elworthy and Co, Plymouth
 PIRDAE, JOSEPH, Stretdorf, Lancaster, Merchant. Sept 9. Hall and Co, Manchester
 ROOK, ELIZABETH, Wakefield, York. Oct 18. Harrison and Beaumont, Wakefield
 SIMONS, FREDERICK YATES, Warrford ct, Throgmorton st, Stock Broker. Sept 30. Hand, New inn, Strand
 TAYLOR, EVAN, Oldham, Lancaster, Publican. Sept 29. Buckley and Mattinson, Oldham
 TICKELL, MARGARET SCOTT, Cheltenham, Gloucester. Sept 15. Walker, Briar Bank, Upper Teddington
 TOPPING, ANN, Bowdness-on-Solway, Cumberland. Sept 30. Mason and Thompson, Whitehaven
 VERRAL, CHARLES, Christchurch rd, Hampstead, Esq. Sept 30. Field and Co, Lincoln's inn fields
 WALL, JAMES CHARLES, Sydenham, Kent, Esq. Sept 30. Hine-Haycock and Bridgman, College hill, Cannon st
 WATKINS, WILLIAM HUBERT, Long Ditton, Surrey. Oct 10. Curtler and Davis, Worcester
 WILLIAMS, JOHN, Llanbadock, Monmouth, Cattle Dealer. Sept 16. Gustard, Usk
 WILLIAMS, WILLIAM, Cardigan, Coach Proprietor. Oct 12. Stricks and Bellingham, Swansea
 WILLIAM, WILLIAM, Clink st, Southwark, Egg Merchant. Sept 29. Simpson and Palmer, Three Crown sq, Southwark
 WILSON, WILLIAM, Castleford, York, Gas Engineer. Oct 14. Harrison and Beaumont, Wakefield

[Gazette, Aug. 15.]

ALLEN, FREDERICK WILLIAM, Instow, Devon. Sept 29. Timmins, Bath
 ANDREWS, LOUISA, East Chinnock, Somerset, Baker. Sept 5. Bollen, Yeovil
 BACON, REV FRANCIS, Much Hadham, Hertford. Sept 25. Freshfields and Williams, Bank buildings
 BATEMAN, THOMAS, Snelland, Lincoln, Farmer. Sept 14. Tweed and Co, Lincoln
 BEEK, MARTIN JOHANNES VAN, Grigoland West, Colony of the Cape of Good Hope, Merchant. Sept 30. Vennings and Sons, Gresham House, Old Broad st
 BLAISEY, WILLIAM SOPHUS, Forest Hill, Kent, Law Student. Oct 9. Wright and Law, High Holborn
 BROMWICH, JANE, Floore, Northampton. Sept 16. Roche, Daventry
 CALLEW, JOHN COTGRAVE, Liverpool, Gent. Oct 10. Radcliffe and Smith, Liverpool
 CORNELL, ANN, Hampstead rd. Sept 20. Colman, Argyll st, Regent st
 COOPER, STANLEY, St Mary's rd, Peckham, Surrey, Clerk. Sept 11. Sandom and Co, Gracechurch st
 DERRIDGE, ALICE, Birmingham, Hotel Proprietor. Sept 16. Sargent, Birmingham
 FISH, WILLIAM STANLEY, Liverpool, Gent. Nov 1. Spinks and Gawith, Liverpool
 FRANKLEY, EMILY HERBERTA TORRES, Richmond, Surrey. Sept 15. Taylor and Co, Field st, Gray's Inn
 FRIEND, ANNIE, St Leonard's-on-Sea, Sussex. Sept 25. Rae, Mincing lane
 GREENHALGH, JAMES, Runworth, Lancaster, Solicitor. Oct 23. Greenhalgh and Cannon, Bolton
 HASTLEY, THOMAS HENRY, Earl st, Westminster, Marble Merchant. Nov 1. Kinsey and Co, Bloomsbury place
 HEATCOCK, RIGHT Honourable Sir WILLIAM, Hursley Park, Southampton, Bart. Sept 29. Lee and Co, Princes st, Storey's Gate, Westminster
 HIGGINSBOTHAM, THOMAS, Alderley Edge, Chester, Esq. Oct 1. Higson, Manchester
 HORFORD, EDITH HERMANO Y, Grand Hotel, Charing Cross. Oct 1. Bridges and Co, Red Lion square
 HOYLES, ALFRED, Nottingham, Silk Merchant. Oct 1. Martin, Nottingham
 LANE, PHILEMON, Leamington, Warwick, Gent. Sept 30. Rawson and Co, Leeds
 MATHER, COTTOS, Egham, Surrey, Professor of Sanscrit. Sept 18. Busby, John st, Bedford row
 NORTON, ELIZABETH, St Lawrence, Norfolk. Sept 16. Brock, Norwich
 PIGGSON, JONATHAN SILLS, Warley, Essex, Stock Broker. Sept 15. Remnant and Co, Lincoln's inn fields
 PORT, GEORGE, Ewhurst, Surrey, Builder. Aug 31. Capron and Sparkes, Guildford
 REFFOLD, RABEELL, Usk rd, New Wandsworth, Nurseryman. Oct 1. Mellersh, Godalming
 RIGBY, EDWARD, Lytham, Lancaster, Esq. Oct 1. Higson and Son, Manchester
 SCREWIND, CHARLES, jun, Fallowfield, near Manchester. Nov 1. Slater and Turnbull, Manchester
 SEARDON, WILLIAM JAMES, Plymouth, Devon, Auctioneer. Oct 31. Phillips, Plymouth
 SMITH, HENRY THOMAS, York grove, Queen's rd, Peckham, Surrey, Accountant. Sept 16. Scarlett and Co, King st, Chapside
 SMITH, SIR PHILIP PROTHESOR, Tremorvah, Cornwall, Knight. Sept 30. Smith and Paul, Truro
 TICKNER, JOHN, Cranley, Surrey, Gent. Oct 11. Mellersh, Godalming
 TILL, MARY ANNE, Brockley, Surrey. Oct 2. Blackford and Co, College hill, Cannon street
 TOMSON, WILLIAM FOX, Ramsgate, Kent, Brewer. Oct 14. Snowden and Wotton, Ramsgate
 TOWGOOD, HARRIET, Leatherhead, Surrey. Sept 21. Wilkinson and Co, St Neot's
 WARR, CATHERINE JANE, Beckenham, Kent. Oct 2. Lambert and Co, John st, Bedford row
 WOODBRIDGE, JASON, Pinner House, Pinner, Balder. Oct 1. Soames, Finsbury pavement
 WORTHINGTON, SAMUEL, Burnage, Lancaster, Farmer. Nov 1. Slater and Turnbull, Manchester

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BURROW, REV JAMES, Hampton, Clerk. Sept 10. Parish, Gt Winchester st
 CHITTENDEN, CHARLES FREDERICK, Burdett rd, Bow, Gent. Oct 1. Cooke, Gray's Inn sq
 CROFTON, PETER, Over Hulton, near Bolton, Lancaster, Licensed Victualler. Sept 12. Riley, Bolton
 GIFFORD, WALTER BLATCHFORD, Folkestone, Kent, Gent. Sept 30. Roy and Cartwright, Ladbury
 GOSSEN, ELIZABETH, Cheshunt, Herts. Sept 23. Carr and Co, Vigo st
 GREY, THOMAS, Frome, Somerset, Esq. Oct 3. Dunn and Payne, Frome
 GRIFITHS, JOSEPH, Birmingham, Gent. Oct 1. Price, Birmingham
 HALDANE, CAROLINE, Weston-super-Mare, Somerset. Oct 2. Robertson and Co, Bath
 HANES, STEPHEN, Staverton, Northampton, Gent. Oct 31. Burton and Willoughby, Daventry
 HARGREAVES, RICHARD, Chorley, Lancashire, Clothier. Sept 30. Whitfield, Chorley
 HARRIS, EDWIN, Gloucester, Gent. Oct 2. Reep and Co, Queen st place
 HEDLEY, JOHN WARD, Richmond, York, Veterinary Surgeon. Sept 26. Croft, Richmond

HOWORTH, FRANKLIN, Bury, Lancaster, Minister of the Gospel. Sept 25. Grandy, Bury
 KENWAY, HENRY, King's Norton, Worcester, Gent. Sept 29. Mathews and Smith, The Sanctuary, Westminster
 PALMER, JOSEPH, Earley, Berks. Sept 9. Field, Reading
 PAULIS, CHARLES, North st, Finsbury Market, Fur and Skin Merchant. Sept 14. Poland, Queen st
 ROGERS, ELIZABETH, Marazion, Cornwall. Sept 25. Rogers, Falmouth
 ROWLAND, ELIZA, Heacham, Norfolk. Sept 30. Giles, Nunceaton
 SMART, WILLIAM, Yatton, Somerset, Tallow Chandler. Oct 14. Woolfryes and Powell, Badwell
 SPARROW, FREDERICK, Croglan-d-rd, Haverstock hill, Gent. Oct 3. Crowder and Co, Lincoln's inn fields
 STAINES, WILLIAM, Ingatestone, Essex, Gent. Sept 30. Postans and Landons, Brentwood
 STEPHENS, JOHN, St Cleer, Cornwall, Retired Schoolmaster. Sept 23. Coad, Liskeard
 VAUGHAN, GEORGE, Leamington Priors, Warwick, Esq. Oct 2. Parkers, Bedford row
 WIGNEY, HERBERT, Huddersfield, York, Wine and Spirit Merchant. Oct 1. Brook and Co, Huddersfield
 WILSON, JANE, Springdale rd, Stoke Newington. Sept 18. Kerly, Gt Winchester st
 WOODS, HENRY AUGUSTUS, Market st, Bloomsbury, Balder. Oct 2. Withall, Bedford row

[Gazette, Aug. 23.]

SIR GEORGE JESSEL ON EDUCATION.—On Wednesday afternoon the Right Hon. Sir G. Jessel, Master of the Rolls and Vice-Chancellor of the London University, presided at a public meeting held at the Ladies' College, Goudhurst, Staplehurst, Kent, for the distribution of the prizes and certificates obtained at the Cambridge Local Examination and at the College of Preceptors by the pupils of Bethany-house School. Commenting on the report, Sir George Jessel said in England for many years past a great deal of time, labour, and money had been devoted to further the cause of education in this country. With regard to the education of the upper classes, that had been more or less provided for, but to the education of the middle and lower class, so called, very little attention was paid till some few years ago. The lower class had been provided for by elementary schools, but for the ordinary middle class a great deal remained to be done, and if that middle class wished to keep its position in England and not be jostled out of it, great efforts must be made by parents and schoolmasters. For the elementary schools teachers were provided, but ordinary middle-class schools had to depend largely upon private enterprise. In conclusion he urged the boys to consider their success only as a means to an end. A hearty vote of thanks was passed to his lordship at the close.

SALE OF ENSUING WEEK.

Aug. 29.—Mr. WALTER KNIGHT, at Masons' Hall, Masons'-avenue, at 1 p.m., Valuable Public-house Property (see advertisement, this week, p. 4).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

MACASKIE.—Aug. 21, at Blackheath, the wife of Stuart Macaskie, barrister-at-law, of a daughter.

MARRIAGES.

CLIFTON—APPLIGATE.—Aug. 16, at Bradford-on-Avon, Robert Walter Clifton, of the Middle Temple, barrister-at-law, to Florence, daughter of Hubert Appligate, of Bradford-on-Avon.

ROSS—MANN.—Aug. 17, at Dublin, John Ross, LL.B., barrister-at-law, to Catherine Mary Jeffcock, only surviving child of Lieut-Colonel Deane Mann, Dumfry, co. Tyrone.

DEATH.

TANDY.—Aug. 17, at Cliff-terrace, Tramore, county Waterford, Charles Henry Tandy, Q.C., of 65, Lower Leeson-street, Dublin, aged 62 years.

LONDON GAZETTES.

Bankrupts.

FRIDAY, Aug. 18, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proof of debts to the Registrar.

To Surrender in London.

Cohen, Moss, Alexandra rd, St. John's Wood, Commission Agent. Pet Aug 12. Pepps, Sept 5 at 11.30
 Hlaocok, William Lush, Mandeville pl, Manchester sq. Pet Aug 18. Brougham. Aug 30 at 12.30
 King, Alfred George, Cannon st, Timber Merchant. Pet Aug 15. Pepps. Aug 31 at 12.30
 O'Neill, James, Falcon st, Fancy Stationer. Pet Aug 18. Brougham. Aug 31 at 12.30
 Rose, William, Seven Sisters' rd, Holloway, Fishmonger. Pet Aug 12. Pepps. Sept 8 at 12
 Russell, S, St. John st rd, Clerkenwell. Pet Aug 12. Pepps. Sept 8 at 12.30
 Wright, W H, Paternoster row, Silk Broker. Pet Aug 15. Pepps. Aug 31 at 11
 To Surrender in the Country.
 Bowler, Henry, Reading, Berks, Cattle Dealer. Pet Aug 12. Collins. Reading, Sept 5 at 12
 Dunn, John, Saltburn-by-the-Sea, York, out of business. Pet Aug 10. Crosby. Stockton-on-Tees, Sept 10 at 11
 Gregory, Samuel, Pembroke Dock, Pembroke, Licensed Victualler. Pet Aug 12. Parry. Pembroke Dock, Sept 1 at 12
 Payne, Richard, Fittleworth, Sussex, Horse Dealer. Pet Aug 14. Jones. Brighton, Aug 29 at 11.30
 Robson, John, Derby, Ale Merchant. Pet Aug 14. Weller. Derby, Aug 31 at 11
 Smith, William, and William Phillips, Redruth, Cornwall, Boot and Shoe Manufacturers. Pet Aug 12. Chilcott. Truro, Sept 9 at 3.30
 Taylor, Joseph, St. Helena, Lancaster, Grocer. Pet Aug 15. Cooper. Liverpool, Aug 29 at 11.30
 Williams, Joseph, Penzance, Cornwall, Contractor. Pet Aug 18. Chilcott. Truro, Sept 2 at 12.30
 Wright, James Frederick, Wangford, Suffolk, out of business. Pet Aug 12. Worledge. Great Yarmouth, Aug 31 at 11

TUESDAY, AUG. 22, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Feigate, William, and Howard Paul Feigate, Clement's lane, Ship Brokers. Pet Aug 17. Peppas. Sept 6 at 12
Stanley, George, Gloucester terr, Hyde park. Pet Aug 15. Peppas. Sept 8 at 12

To Surrender in the Country.

Alfred, Bold, Bolton, Lancaster, Accountant. Pet Aug 18. Holden. Bolton, Sept 4 at 11
Barson, Harriet, Leicester. Pet Aug 17. Ingram. Leicester, Sept 12 at 12
Dorsetville, Maria, Clifton, Bristol. Pet Aug 18. Harley. Bristol, Sept 4 at 3
Haigh, Edward, Blaby, Leicester, Manure Merchant. Pet Aug 19. Ingram. Leicester, Sept 5 at 12
Primavesi, Paul Dominic, Higher Broughton, nr Manchester, Grocer. Pet Aug 18. Hulton. Salford, Sept 13 at 11
Wilkes, George, Hanley, Stafford, Carrier's Agent. Pet July 31. Tennant. Hanley, Sept 2 at 11

BANKRUPTCIES ANNULLED.

FRIDAY, Aug. 18, 1882.

Buxton, Thomas, Ratcliff-on-Trent, Nottingham, Builder. Aug 15
Wale Samuel Chapman, Barrow on Soar, Leicester, out of business. Aug 16

TUESDAY, Aug. 22, 1882.

Johns, William Nicholas, Newport, Monmouth, Newspaper Proprietor. Aug 19

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Aug. 18, 1882.

Ainger, Mary, Caledonian rd, Islington, Timber Merchant. Sept 7 at 3 at office of Fenton, Kingsland green
Akroyd, Enoch, Halifax, York, Innkeeper. Sept 4 at 11 at office of Garsed, Barum Top, Halifax
Allcock, William, Bakewell, Derby, Grocer. Aug 29 at 3 at Bell Hotel, Sadler gate, Derby
Ashton, John, jun, Mansfield, Nottingham, Innkeeper. Sept 1 at 3.30 at office of Bird, Middle pavement, Nottingham
Barton, Henry, Portea, Hants, Builder. Sept 1 at 3 at office of King, North st, Portea
Bentley, William, Trentham, Stafford, Farmer. Aug 29 at 11 at office of Welch, Caroline st, London
Bird, Joseph, Pershore, Worcester, Basket Maker. Aug 31 at 11 at office of Martin, Bridge st, Pershore
Bishop, Robert, Ambler Thorn, Halifax, York, Beerhouse Keeper. Aug 30 at 3 at the Waggoner's Inn, Fore Hill, Ambler Thorn, Halifax
Booth, Aquila, Cleckheaton, York, Blacksmith. Aug 29 at 11 at office of Curry, Cleckheaton
Brown, Isaac, West Hallam, Derby, Builder. Sept 7 at 3 at office of Fraser, St John's chmbrs, Bridlesmith gate, Nottingham
Burr, Joseph Henry, Bristol, Oil and Colour Merchant. Aug 29 at 3 at office of Collins Broad st, Bristol
Burt, Henry Charles, Wyndham rd, Camberwell, Butcher. Aug 25 at 12 at office of Ody, Blackfriars rd
Carter, Henry Alfred, Railway approach, London Bridge, Tobaccoist. Sept 14 at 3 at office of Boxall and Boxall, Chancery lane
Chandler, Jonathan, Bedford, Coal Merchant. Sept 1 at 11 at office of Conquest and Clare, Duke st, Bedford
Chapman, George Seymour, Fulham rd, Kensington, Pawbroker. Sept 8 at 3 at the Inns of Court Hotel, Lincoln's inn fields
Cockrill, Charles, Wicken, Cambridge, Grocer. Sept 4 at 3 at office of Bendall, Soham
Cockroft, John Hopworth, Elland, Halifax, York, Linen Draper. Aug 31 at 11 at office of Stansfield, Bull green, Halifax
Cook, Edgar, Worcester, Grocer. Aug 31 at 11 at office of Tree, High st, Worcester
Cooper, Isaac, West Stockwith, Nottingham, Butcher. Aug 25 at 11, at office of Bladon, Gainsborough, Lincoln
Cowley, Edward, Warrington, Wigan, Lancaster, Boat Owner. Sept 1 at 11 at office of Byrom, King st, Wigan
Cox, Emma, Stratford, Essex, Oil and Colour Dealer. Sept 1 at 3 at office of Willis, Charles sq, Hoxton
Cross, Betsy, Great Yarmouth, Norfolk, Fancy Draper. Aug 31 at 3 at office of Linklater and Co, Walbrook
Davis, Isaac, St George, Gloucester, Butcher. Aug 30 at 12 at office of Evans, Exchange bldgs, East, Bristol
Davis, Thomas Edward, Norwich, Shoe Factor. Aug 29 at 3 at office of Overbury and Gilbert, Upper King st, Norwich
Davy, Thomas, Plymouth, Boot Factor. Aug 31 at 11 at Cannon at Hotel, Cannon st, Stanbury, Plymouth
Dobson, William, Southmoor, nr Abingdon, Grocer. Sept 5 at 12 at office of Sedgfield and Price, Bath st, Abingdon
Downs, George, Bagshot, Surrey, Draper. Aug 31 at 3 at office of Cave, Bracknell
Drakeford, Israel, Northampton, Leather Merchant. Sept 7 at 12.30 at Midland Hotel, New st, Birmingham
Field, Joseph, Norwich, Licensed Victualler. August 23 at 12 at office of Stanley, Bank plain, Norwich
Fish, John, New Wombwell, nr Barnsley, Shopkeeper. Sept 6 at 4 at office of Gray, Eastgate, Barnsley
Glackner, Frederick, Chalk Farm rd, Olman. Sept 5 at 3 at office of Patience, Cheapside
Goddin, William Robert Cumberland, and Evan Cruchley Goddin, St Michael's alley, Cornhill, Shirt Makers. Aug 30 at 11 at office of Ladbury and Co, Cheapside, Wolferton and Co, Ironmonger lane, Cheapside
Gregory, Richard, Wombourne, Stafford, Licensed Victualler. Aug 30 at 11 at office of Rhodes, Queen st, Wolverhampton
Hackman, Edwin, Kidderminster, Builder. Aug 29 at 3 at office of Miller and Corbet, Church st, Kidderminster
Hargreaves, John, Miffield, York, Saddler. Aug 31 at 3 at office of Wilson, Exchange bldgs, Miffield
Harrison, Thomas, Little Woolton, Lancaster, Wheelwright. Sept 1 at 11.30 at office of Lynch and Tebbay, Lord st, Liverpool
Haworth, James, Bury, Music Seller. Aug 31 at 11 at office of Anderton and Donnelly, Garden st, Bury
Hemingway, Joseph, jun, Lancaster, Dry Soap Manufacturer. Sept 5 at 3 at office of Hartley, New rd, Lancaster
Horne, James, Boscombe, nr Bournemouth, Hotel Manager. Aug 31 at 1 at office of Wade, Old Christchurch rd, Bournemouth
Hodgson, Arthur Beadle, Sunderland, Beerhouse Keeper. Sept 1 at 11 at office of Crow, jun, West Sunnyside, Sunderland
Holmes, John Thomas, Queen st, Camden Town, Master Mariner. Aug 30 at 3 at office of Holloway, Ball's Pond rd. Fenton, High st, Kingsland
Horton, Arthur, Sutherland gdns, Harrow rd, Plate Glass Factor. Aug 31 at 3 at office of Hales, Clifford's inn, Fleet st
Howard, Robert Henry, Batley, Groengrocer. Aug 30 at 3 at office of Wooler and Wooler, Exchange bldgs, Batley
Howarth, William, Bolton, Provision Dealer. Aug 31 at 3 at office of Rutter, Mawdaisy st, Bolton

Howden, James, Normanton, York, Draper. Aug 30 at 3 at office of Burton, Wood at, Wakefield
Ison, William, Kingston upon Hull, Funeral Furnisher. Aug 31 at 3 at office of Stead and Sibree, Bishop lane, Kingston upon Hull
Isaacs, Isaac, Bishopgate st Without, Woolen Draper. Aug 29 at 3 at 23, John William st, Huddersfield
James, Arthur Edward, Tiverton, Devon, Grocer. Sept 4 at 3 at George and Hallway Hotel, Temple Meads, Bristol
Jenkins, George, Barrow in Furness, Lancashire, Labourer. Aug 29 at 3 at Trevoyan Temperance Hotel, Dalkeith street, Barrow in Furness
Jesse, Thomas, Halifax, York, Reed Manufacturer. Aug 31 at 11 at office of Oraven, Strand, Tadmorden
Lewis, John, Bootle, Lancaster, Astrained Water Manufacturer. Sept 4 at 11 at office of Collins, Harrington st, Liverpool
Leonard, Hugh, Torquay, Devon, Travelling Draper. Aug 31 at 3 at office of Anstey, John st, Bristol
Lingham, George Henry, St Leonard's on Sea, Sussex, Butcher. Aug 20 at 3 at 111, London rd, St Leonard's on Sea
Lorimer, Alexander, St Mary Church, Devon, Innkeeper. Aug 31 at 11 at Carter, Cary bldgs, Abbey rd, Torquay
Lynal, Alfred, St George, Salop, Baker. Aug 30 at 3 at office of Phillips and Co, Shildhal
Macdonald, John, Nottingham, out of business. Sept 1 at 3 at office of Burton and Co, Long row, Nottingham
Mason, Samuel, Kidderminster, Worcester, Bookseller. Aug 30 at 3.30 at office of Corbett, Church st, Kidderminster
Mawdley, William, Oswaldtwistle, Lancaster, Stationer. Aug 30 at 3 at Peel's Arms Hotel, Whalley rd, Accrington
Melhuish, Charles Edward, Birkhead, Chester, Merchant. Sept 7 at 2 at office of Harwood and Co, North John st, Liverpool
Moore, Lydia, Heddon on the Wall, Northumberland, Draper. Aug 29 at 3 at office of Aitchison, Collingwood st, Newcastle upon Tyne
Moore, Samuel, Clifton, Bristol, Ironmonger. Aug 30 at 3 at office of Benson and Co, Bank chmbrs, Corn st
Morgan, William, Downham rd, Kingsland, Dairyman. Sept 2 at 10.15 at office of Evans, John st, Bedford row
Munckton, Thomas, Southampton, Butcher. Aug 31 at 3 at office of Bell and Taylor, Portland rd, Southampton
Munro, John, John Augustus Lawrence, and Thomas William Clarke, the Grove, Southwark st, Coopers. Sept 5 at 11 at office of Smart, Cannon st, Bridge
Naylor, Thomas, Halifax, York, Engineer. Aug 31 at 11 at office of Durnford, Ward's End, Halifax
Newman, George, Richmond, Surrey, Tobaccoist. Sept 1 at 3 at office of Smart and Co, Cannon st
Olive, William, Leamington, Warwick, out of business. Aug 31 at 3 at Public Hall, Windsor st, Leamington
Oliver, George, jun, Wapping High st, Wapping, Wharfinger. Sept 7 at 3 at office of Russell and Co, Old Jewry chmbrs
Owen, Richard, Llanberis, Carnarvon, Printer. Sept 1 at 10 at office of Rees, Castle st, Carnarvon
Palmer, Joseph, Thetford, Norfolk, Builder. Sept 7 at 1 at Anchor Hotel, Thetford, Thetford
Pryor, John, Cheetham Hill, near Manchester, Provision Dealer. Sept 3 at 11 at office of Crofton, Brasenose st, Manchester
Richardson, Thomas Alfred, Leicester, Joiner. Sept 4 at 11 at office of Oram and Co, Welford pl, Leicester
Riley, Cornelius, Yardley rd, near Birmingham, Coach Builder. Aug 29 at 3 at office of H. H. Cherry st, Birmingham
Robinson, Thomas, Willington Quay, Northumberland, Grocer. Aug 30 at 1 at office of Newlands, King st, South Shields
Root, Samuel, and Charles Kight, Fenchurch st, Hostlers. Aug 20 at 3 at office of James and Edwards, Coleman st
Rosenthal, Edmund Abraham, Compton rd, Highbury, Dealer in Trimmings. Sept 4 at 3 at office of Barnett, Palmerston bldgs, Old Broad st
Rotenberger, Philip Charles, Aldersgate st, Wholesale Furrier. Sept 12 at 12 at office of Ellis and Co, St Swithin's lane
Rutherford, Francis, West Hartlepool, Durham, China and Glass Dealer. Aug 30 at 3 at office of Simpson, Church st, West Hartlepool
Scott, Walter, Horatio st, Hackney r, Licensed Victualler. Sept 4 at 3 at office of Shearer, Basinghall st, Procter and Andrews, Princess st, Spitalfields
Silver, George Alexander, Fenchurch st, Tailor. Sept 4 at 3 at office of Crook and Carrill, Fenchurch st
Singerman, Simon, Manchester, Cap Maker. Aug 31 at 3 at office of Gardner, Cooper st, Manchester
Slack, Samuel, Sheffield, York, Managing Director. Sept 2 at 12 at office of Gratton and Marden, Knifesmith gate, Chesterfield
Smith, Charles, Birmingham, Grocer. Aug 31 at 12 at office of Hawkes and Weekes, Temple st, Birmingham
Squire, Henry, George rd, Wardour st, Soho, Gun Barrel Maker. Aug 31 at 3 at office of Finch, Borough High st, Southwark
Sudbury, Robert, South Leverton, Nottingham, Grocer. Aug 20 at 12 at office of Marshall, Chapel gate, East Retford
Thompson, Margaret, Derby, Dealer in Wools. Aug 31 at 3 at office of Briggs, Commercial Bank chmbrs, Derby
Tonks, Reuben, Oldbury, Worcester, Machine Minder. Sept 1 at 11 at office of Forrest, Church st, Oldbury
Wallis, George, Moxbro', York, Fruiterer. Sept 1 at 12 at Somers' Hotel, near the Midland Railway Station, Nottingham
Warren, Caroline Caroline, Birmingham, Milliner. Aug 20 at 2 at 145, Cheapside
Wright and Marshall, Birmingham
Warrilow, Alfred, Fenton, Stafford, Joiner. Aug 29 at 10 at office of Welch, Caroline st, London
Whittaker, Edmund, and Robert Whittaker, Accrington, Lancaster, Tailors. Aug 31 at 3 at Peel's Arms Hotel, Whalley rd, Accrington
Wilde, Thomas, Reading, Berks, Grocer. Aug 29 at 11 at Gt Western Hotel, Reading
Creed
Wilkinson, William, Halifax, York, Builder. Sept 1 at 3 at office of Storey and Roberts, King Cross st, Halifax
Williams, Francis, Eastbourne, Sussex, Builder. Sept 4 at 12 at office of Edgeworth, Terminus rd, Eastbourne
Wood, Benjamin Thomas, Morning lane, Hackney, Builder. Sept 5 at 11 at office of Hatcher-Jones and Letcher, Mark lane
Wright, Arthur, Liverpool, Tailor. Aug 30 at 11 at office of Collins, Harrington st, Liverpool
Wright, George, Wolverhampton, Grocer. Aug 31 at 11 at office of Stirk and Brewer, North st, Wolverhampton

TUESDAY, AUG. 22, 1882.

Addison, James, Tunstall, Stafford, Plumber. Sept 4 at 6 at office of Llewellyn and Akrill, Piccadilly at, Tunstall
Allen, Edwin, Derby, Hay Dealer. Sept 7 at 11 at office of Groves, Old Bank chmbrs, Irongate, Derby
Anderson, William, Longlight, nr Manchester, Draper. Sept 6 at 3 at office of Norman, Clarence st, Manchester
Aylott, James Matthew, Poland st, Oxford, Cheesemonger. Sept 5 at 2 at office of Moore, Gt Queen st
Ball, Alfred John, Darlington, nr Whitchurch, Salop, Baker. Sept 5 at 12 at White Horse Hotel, Wem, Shropshire

Barton, Frank, Basingstoke, Hants, Horse Dealer. Aug 20 at Masonic Hall, Church st, Basingstoke, in lieu of the place originally named.

Bass, George, Leicester, Leather Merchant. Sept 4 at 12 at Inns of Court Hotel, Holborn. Wright, Leicester.

Beedie, William Bykes, Hesse, York, Solicitor. Sept 1 at 12 at office of Jacobs, County bldg, Hull.

Beale, William, Lombard Works, Totteridge rd, Builder. Sept 1 at 2 at 270 High Holborn.

Bubinsteln, Raymond bldg, Gray's Inn.

Beck, Pierre, and Oscar Henry Schou, Manchester, Watch Makers. Sept 12 at 3 at office of Butcher and Co, Manchester.

Benatar, Levy, Houndditch, Importer of Foreign Goods. Sept 13 at 2 at 81, Gresham st. Andrews, Fenchurch st.

Bentley, Robert, Robert Bentley, jun, William Bell Bentley, and Alfred Bentley, Cheap-side, Warehousemen. Sept 7 at 12 at the Guildhall Tavern, Gresham st. Phelps and Co, Gresham st.

Benton, Ramsden, Huddersfield, York. Woollen Cord Manufacturer. Sept 1 at 11 at office of Ramsden and Co, John William st, Huddersfield.

Bladen, Francis, Stone, Stafford, Farmer. Sept 5 at 11 at offices of Adderley and Mar-leet, Normant rd, Longton.

Bohr, John von, Commercial rd, Baker. Sept 1 at 4 at offices of Young, Mark lane.

Braby, John, Uxbridge Moor, Licensed Victualler. Sept 8 at 3 at offices of Andrews and Mason, Ironmonger lane.

Bartram, Old Jerry chmbrs.

Bullock, Phineas, Wolverhampton, Stafford, Butcher. Sept 6 at 4 at the Peacock Hotel, Snow hill, Wolverhampton.

Clark, Willenhall.

Cayless, George, Loughborough, Leicester, Rope Manufacturer. Sept 4 at 3 at offices of Wright, Belvoir st, Leicester.

Colwell, Edwin, Hereford, Bookseller. Sept 7 at 11 at offices of Wallis, St Owen st, Hereford.

Cook, Job, Lewes, Sussex, Grocer. Sept 5 at 3 at the Crown Hotel, High st, Lewes.

Goodman, Brighton.

Copeland, Charles, Leicester, Gas Fitter. Sept 3 at 3 at offices of Wright, Belvoir st, Leicester.

Cortall, Joseph, Burslem, Stafford, Potter. Sept 1 at 3 at offices of Bennett, Piccadilly bldg, Hanley.

Cox, Benjamin, Uxbridge rd, Shepherd's Bush, Butcher. Sept 5 at 4 at offices of York and Wharton, Conduit st, Bond st.

Danson, Richard Edward, Margate, Kent, Fly Proprietor. Sept 12 at 3 at offices of Sparkes, Union row, Margate.

Davies, Robert Edmund, Landport, Hants, General Draper. Sept 8 at 3 at the Guild-hall Coffee house, Gresham st. Besant and Co.

Davis, John, St George's, Salop, Innkeeper. Sept 4 at 11 at offices of Knowles, Wellington.

Dickens, Thomas Benjamin, Tulse Hill, Surrey, Grocer. Sept 5 at 3 at the Mitre Tavern, Mitre st, Fleet st. Mandale, Mitre st, Temple.

Durkin, Elizabeth, Oldham, Lancaster, Greengrocer. Sept 5 at 3 at the Old Bear's Head, Hyde's Cross, Corporation st, Manchester. Shorratt, Manchester.

Fenn, Joseph Henry, Stourbridge, Worcester, Boot Dealer. Sept 1 at 3 at No. 4, New st, Leicester. Dugnan and Co, Wallall.

Fox, George Lax, Sunderland, Grocer. Sept 4 at 1 at offices of Taylor, Scottish chmbrs, Granger st, West, Newcastle-upon-Tyne.

Fulkes, Charles Edward, Church rd, Tellington, Tobaccoist. Aug 30 at 4 at offices of Wetherfield, King's Arms yard, Coleman st.

Glydon, William, Birmingham, Metal Roller. Sept 11 at 3 at Colmore Estate Sale Rooms, Newhall st, Birmingham. Johnson and Co, Birmingham.

Goldreich, Robert, Nottingham, Commission Agent. Sept 6 at 11 at office of Stevenson, Weekday cross, Nottingham.

Greenway, William Riley, Coventry, Ribbon Manufacturer. Sept 6 at 12 at office of Davis and Co, Hay lane, Coventry.

Gregson, William Henry, Tongue, Middleton, Lancaster, Engineer. Sept 12 at 3 at office of Bullock and Worthington, Kennedy st, Manchester.

Greenup, Benjamin, Stapleton, Gloucester, Commercial Traveller. Aug 31 at 2 at office of Nurse, Corn st, Bristol.

Grover, Samuel Thomas, Albert rd, Peckham, Oilman. Aug 31 at 12 at Southampton bldg, Chancery lane. Howard.

Gunn, Thomas, Nottingham, Pork Butcher. Sept 12 at 11 at office of Heath and Sons, St Peter's Church walk, Nottingham.

Gunsou, William, Whitehaven, Cumberland, Bookseller. Sept 4 at 12 at office of Mason and Thompson, Duke st, Whitehaven.

Hallowell, Joseph, Stockport, Chester, Grocer. Sept 5 at 3 at Hanging Ditch, Man-chester. Newson, Stockport.

Hartley, William Knight, Whinasmill, Wigton, Cumberland, Spade Handle Maker. Sept 11 at 11 at Royal Oak Temperance Hotel, West st, Wigton. Lawton, Wigton.

Hayes, William, Ipswich, Suffolk, Builder. Sept 2 at 12 at office of Hill, St Nicholas st, Ipswich.

Holt, Ellen Elizabeth, Halifax, Oil Merchant. Sept 5 at 2 at office of Clay and Son, Union st, Halifax. Crossley, Halifax.

James, John Stephen, Pembroke Dock, Pembroke, Grocer. Sept 6 at 12 at 2, Water st, Pembroke Dock. Brown, Pembroke Dock.

Jervis, Walter Fane St Vincent, Vigo st, Regent st, of no profession. Sept 6 at 3 at office of Lewis and Lewis, Ely pl, Holborn.

Keston, William, Cheshire, Stafford, Stone Mason. Sept 4 at 12 at office of Thacker and Cull, Cheshire, Staffordshire.

Kerruish, Edward Arthur, John William Grant, and James Grant, jun, Oil Merchants. Sept 4 at 2 at office of Wynne, Chancery lane.

Latham, John, Birmingham, Jeweller. Sept 1 at 11 at office of Fowke, Colmore row, Birmingham.

Lasarus, Barnett, Sutherland gardens, St Peter's pk, Fine Art Dealer. Sept 5 at 3 at office of Chandler, Finsbury pavement.

Lloyd, David, Ferndale rd, Clapham, out of business. Sept 4 at 3 at office of Cooke, Gray's inn sq.

Lowe, Thomas Henry, Salford, Lancashire, Road Contractor. Sept 5 at 3 at office of Benson and Co, York st, Manchester. Tucker, Manchester.

Macklin, Francis Henry, Gunterstone rd, West Kensington, Actor. Sept 4 at 11 at office of Martin, Fenchurch st.

Malden, James, and Bernard Huddleston English, Trowbridge, Wilts, Commas-rewers. Sept 7 at 12 at the Mart, Manvers st, Trowbridge. Jones, Trowbridge.

Martin, Alfred, Hanley, Stafford, Boot and Shoe Dealer. Sept 6 at 3 at offices of Ham-shaw and Stanbury, Albion st, Hanley.

Mills, Edward Thomas, Battledale, Salop, Innkeeper. Sept 2 at 2 at offices of Edwards, Pride mill, Shrewsbury.

Milrado, Alfred, Barnes, Surrey, out of business. Sept 4 at 11 at offices of Cooke, Gray's inn sq.

Mitchell, Josiah, Hastings, Sussex, Painter. Sept 1 at 12 at offices of Davenport and Co, Bank bldg, Hastings.

Newman, John, Bristol, Licensed Victualler. Sept 5 at 12 at offices Square and Co, Bank of Engl and chmbrs, Plymouth.

Parkhouse, Richard, Plymouth, Fancy Milliner. Sept 5 at 11 at offices of Elworthy and Co, Courtenay st, Plymouth.

Pickup, John, Waterfoot, Lancaster, Screw Bolt Maker. Sept 5 at 3 at offices of Orton, Highfield chmbrs, St Ann's passage, Manchester.

Pritchett, Charles, and Robert Taylor, Houndditch, Printers. Sept 5 at 12 at 51, Gresham st. Michael, Great Winchester st.

Quinton, Frederick William, Tulse hill, Brixton, Jeweller. Sept 12 at 12 at offices of Brown and Co, Finsbury pavement.

Scrutton, George Beverley, Beverley, York, Butcher. Sept 4 at 11 at office of Hobson, Laigraie, Beverley.

Sharp, John Ainsworth, Liverpool, Cowkeeper. Sept 4 at 2 at office of Bartlett and Berry, Dale st, Liverpool.

Sister, Henry Richardson, Newcastle-upon-Tyne, Yeast Dealer. Sept 1 at 11 at office of Montgomery, Blackett st, Newcastle-upon-Tyne.

Sly, Edward Arthur, Regent st, Court Milliner. Sept 6 at 12 at office of Nicholls, Lin-coln's-inn-fields.

Snarr, Henry, Manchester, Cut Glass Maker. Sept 5 at 3 at office of Hankinson, Queen's chmbr, John Dalton st, Manchester.

Sparks, Charles, Southampton, Baker. Sept 1 at 3 at office of Lampert, Portland st, Southampton.

Stables, Joseph, Hull, York, Hotel Proprietor. Sept 2 at 3 at office of Burtonshaw, Friary pl, Doncaster.

Stallard, James, Bedminster, Somerset, Butcher Salesman. Aug 31 at 12 at office of Nurse, Corn st, Bristol.

Sumerfield, William, Collyhurst, nr Manchester, Paper Maker. Sept 14 at 3 at office of Simpson and Hockin, Mount st, Albert sq, Manchester.

Thompson, James Edward, Gt Berkhamstead, Hertford, Clothier. Sept 14 at 11.20 at office of Bullock and Penny, Gt Berkhamstead.

Timewell, George, Hastings, Sussex, Builder. Sept 6 at 2.30 at Bridge House Hotel, London Bridge. Martin, Tunbridge Wells.

Trotter, Thomas, Sheffield, Commercial Traveller. Sept 8 at 3 at office of Branson and Co, Bank st, Sheffield.

Trounce, James Downrick, Verran, Cornwall, Butcher. Sept 6 at 3 at office of Carlyon, Prince st, Truro.

Wallbank, Robert, Ilkley, York, Butcher. Sept 4 at 3 at Crescent Hotel, Ilkley. Robinson and Robinson, Keighley.

Webster, Edward Godfrey, Wellington, Somerset, Grocer. Sept 9 at 12 at office of Martin, Bedford circus, Exeter. Davis, Wellington.

Wisbey, Allen, Harston, Cambridge, Bootmaker. Sept 5 at 3 at office of Symonds, Bene't st, Cambridge.

Wood, Benjamin, Liverpool, Quarry Owner. Sept 4 at 3 at office of Seaman, West Derby st, Liverpool.

Wood, Matthew, Horsley Woodhouse, Derby, Licensed Victualler. Sept 4 at 3 at office of Heath, Amen alley, Derby.

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